

ROANOKE CITY COUNCIL REGULAR SESSION

NOVEMBER 5, 2001 12:15 P.M.

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

Briefing with regard to the Civic Center Improvement Project. (45 minutes)

A communication from the City Manager requesting a Closed Meeting to discuss acquisition of real property for a public purpose where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to Section 2.2-3711(A)(3), Code of Virginia (1950), as amended.

A report of the Director of Finance requesting a Closed Meeting to discuss a personnel matter relating to the Director of Finance, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended.

THE MEETING WILL BE DECLARED IN RECESS TO BE IMMEDIATELY RECONVENED IN THE EMERGENCY OPERATIONS CENTER CONFERENCE ROOM, ROOM 159, FOR THE CIVIC CENTER IMPROVEMENT PROJECT BRIEFING.



ROANOKE CITY COUNCIL REGULAR SESSION

NOVEMBER 5, 2001 2:00 P.M.

CITY COUNCIL CHAMBER

AGENDA FOR THE COUNCIL

1. Call to Order--Roll Call.

The Invocation will be delivered by The Reverend Edward T. Burton, Pastor, Sweet Union Baptist Church.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

NOTICE:

Meetings of Roanoke City Council are televised live on RVTV Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, November 8, 2001, at 7:00 p.m., and Saturday, November 10, 2001, at 4:00 p.m. Council meetings are now being offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT www.roanokegov.com, CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541 TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGMENTS:

A RESOLUTION concurring in the request and approving the presentation of a portrait of the late Dr. Noel C. Taylor, former Mayor of the City of Roanoke, to his family for display in their home.

P. 13

A RESOLUTION memorializing the late Edward L. Lambert.

P. 15

Proclamation declaring November 11 - 17, 2001, as National Hunger and Homelessness Awareness Week.

P. 17

3. <u>CONSENT AGENDA</u>

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

C-1 Minutes of the regular meeting of City Council held on Monday, October 1, 2001, and recessed until Wednesday, October 3, 2001, which meeting was further recessed until Thursday, October 4, 2001.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended.

P. 19

RECOMMENDED ACTION: Concur in request.

C-3 A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss personnel matters, specifically interviews for appointments to the Architectural Review Board and an appointment to the Board of Zoning Appeals, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended.

P. 20

RECOMMENDED ACTION: Concur in request.

C-4 A communication from the City Manager recommending that a public hearing be advertised for Monday, November 19, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to a proposal of the City of Roanoke to convey City-owned property containing 0.858 acres, identified as Official Tax No. 4010205, to the Western Virginia Foundation for the Arts and Sciences for design, development and construction of a new building or complex to house the art museum and IMAX Theatre.

P. 21

RECOMMENDED ACTION: Concur in request.

C-5 Qualification of the following persons:

Frank J. Eastburn as a member of the Roanoke Arts Commission for a term ending June 30, 2002; and

Christine Proffitt for a term ending November 30, 2003, George M. McMillan and Fredrick M. Williams for terms ending November 30, 2004, as members of the Roanoke Neighborhood Partnership Steering Committee.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

4. PUBLIC HEARINGS:

5

a. Public hearing on a proposed resolution, or resolutions, approving issuance by the City of its general obligation bonds, in an amount estimated not to exceed \$1,100,000.00, for the purpose of financing certain rehabilitations, repairs and equipment in connection with Lincoln Terrace Elementary School. George J. A. Clemo, Attorney.

P. 22

5. PETITIONS AND COMMUNICATIONS:

a. A communication from Council Member William D. Bestpitch transmitting a measure providing for a salary increase for the Mayor and Members of Council, commencing July 1, 2002.

P. 23 O-P. 24

b. A petition from Unified Human Services Transportation System, Inc., (RADAR) requesting exemption from taxation of real property identified as Official Tax Nos. 1311221, 2410101, and 2410301 - 2410306, inclusive, pursuant to Section 30-19.04(B), Code of Virginia (1950), as amended.

P. 26

6. REPORTS OF CITY OFFICERS:

a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

 A communication recommending acceptance of bids submitted by Magic City Motor Corporation, in the total amount of \$203,787.00, for three refuse cab/chassis; and Bilthuis and Associates, Inc., LLC, in the total amount of \$112,869.00, for three refuse rear loading bodies; and rejecting all other bids received by the City. P. 33 R-P. 38

2. A communication recommending an amendment to the contract with Robinson Pipe Cleaning Co. for removal, transportation and disposition of digested lagooned sludge from the City's Water

P. 39 O-P. 41 Pollution Control Plant, for a period of one year from October 1, 2001 through September 30, 2002.

3. A communication recommending acceptance of the bid submitted by H. & S. Construction Co., in connection with the Garden City Phase 3 Drainage Project, in the amount of \$521,245.00; and transfer of funds in connection therewith.

P. 42 B/O-P. 45 O-P. 46

4. A communication recommending authorization to execute the 2001-02 Community Development Block Grant and HOME Investment Partnerships Program Agreement with the Blue Ridge Housing Development Corporation.

P. 48 R-P. 76

5. A communication recommending acceptance of property identified as Official Tax No. 2240103 from the Western Virginia Land Trust for construction of the second phase of the Lick Run Greenway.

P. 77 O-P. 81

6. A communication recommending acquisition of properties located at 1224 Rorer Avenue, S. W., and 719 Dale Avenue, S. E., from the United States Department of Housing and Urban Development for community development and neighborhood revitalization.

P. 81 O-P. 84

7. A communication with regard to implementing statutory changes and reconstituting the Regional Community Criminal Justice Board.

P. 85 R-P. 86

8. A communication with regard to repealing Section 21-44, Solicitations and sales, and adding a new Section 21-44.1, Aggressive Solicitation and sales; prohibited acts, Code of the City of Roanoke (1979), as amended, relating to panhandling.

P. 90 R-P. 93

 A communication recommending amendments to the Fee Compendium to reflect the correct service charge to animal owners for daily boarding fees for an impounded animal; and fees charged by the Police Department for preparation of investigative

P. 96 R-P. 101 R-P. 102 reports regarding applicants for Conservator of the Peace appointments.

10. A joint report of the City Manager and the Director of Finance recommending authorization to sell \$56,245,000.00 in general obligation bonds; and to award the winning bid and affix the interest rates to be borne by said bonds.

P. 102 R-P. 105

b. DIRECTOR OF FINANCE:

1. Financial report for the month of September 2001.

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7. REPORTS OF COMMITTEES: NONE.

8. UNFINISHED BUSINESS:

a. A communication from the City Manager with regard to special military leave pay.

P. 137 R-P. 138

(At the October 18, 2001 Council meeting, the matter was tabled until Monday, November 5, 2001.)

b. An ordinance authorizing the vacation of an easement on property identified as Official Tax Map Nos. 1011001, 1011002, 1011003, and 1011004 adjacent to Second Street, S. W., upon certain terms and conditions; and dispensing with the second reading by title of this ordinance.

P. 139 O-P. 142

(A public hearing was held on October 18, 2001, at which time the ordinance was tabled until Monday, November 5, 2001.)

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:

a. A RESOLUTION canceling the December 31, 2001 Council work session.

P. 143

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

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11. CITY MANAGER COMMENTS:

12. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

CERTIFICATION OF CLOSED SESSION.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor, and Members of City Council Roanoke, Virginia

Dear Mayor Smith and Members of Council:

Subject:

Civic Center Improvement Project

This is to request 45 minutes on Council's 12:15 p.m. agenda for a briefing on the above referenced subject.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB:ca

c: City Dire

City Attorney
Director of Finance
City Clerk



Office of the City Manager

November 5, 2001

The Honorable Mayor and Members of City Council Roanoke, Virginia

Re: Request for closed meeting

Dear Mayor Smith and Members of Council:

This is to request that City Council convene a closed meeting to discuss the acquisition of real property for a public purpose, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the City, pursuant to §2.2-3711(A)(3), of the Code of Virginia (1950), as amended.

Sincerely,

Darlene L. Burcham City Manager

DLB/f

: City Attorney
Director of Finance
City Clerk

CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142

JAMES D. GRISSO Director of Finance

November 5, 2001

JESSE A. HALL Deputy Director

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

RE: Request for closed meeting

Dear Mayor Smith and Council Members:

This is to request that City Council convene a closed meeting to discuss a personnel matter relating to the Director of Finance pursuant to §2.2-3711(A)(1), of the Code of Virginia (1950), as amended.

Sincerely,

Yames D. Grisso
Department of Finance

JDG/g

c: Darlene L. Burcham, City Manager William M. Hackworth, City Attorney Mary F. Parker, City Clerk

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION concurring in the request and approving the presentation of a

portrait of the late Dr. Noel C. Taylor, former mayor of the City of Roanoke, to his family

for display in their home.

WHEREAS, in 1970, Dr. Taylor was first be elected to City Council, and after being elected

Vice-Mayor in 1974, was appointed on October 27, 1975, to fill the unexpired term of Mayor Roy

L. Webber, who died in office, after which Dr. Taylor was elected to serve four consecutive four-

year terms as Mayor - a total of twenty-two years on Council, seventeen of those as Mayor, until his

retirement on June 30, 1992;

WHEREAS, Council learned with regret that Dr. Taylor had passed away on October

29, 1999, and on June 19, 2000, City Council adopted a resolution renaming the Municipal

Building the Noel C. Taylor Municipal Building, and on December 18, 2000, the building

was dedicated as such and a portrait of Dr. Taylor was unveiled in the building lobby;

WHEREAS, Ann Bell, a local artist, was commissioned to paint a portrait of Dr

Taylor and, upon delivery of the commissioned portrait, Ms. Bell gave to the City, at no cost,

a smaller portrait which remained on display for a period of time.

WHEREAS, a request has been made by Barbara Smith Taylor, Dr. Taylor's widow,

that the smaller portrait be given to the Taylor family to be displayed in their home, and the

City's Arts Commission has concurred in this request.

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Page: 14

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. That Council concurs in the request and approves presentation of the smaller portrait, painted by Ann Bell, to Dr. Taylor's family for display in their home.
- 2. The City Clerk is directed to transmit attested copies of this resolution to Barbara Smith Taylor, Dr. Taylor's widow, to and his two daughters, Deseree C. Taylor and Sabrina Taylor Law.

ATTEST:

City Clerk.

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION memorializing the late Edward L. (Whitney) Lambert, a resident of Roanoke, a former lieutenant in the City Sheriff's Department and member of the Roanoke Civic Center Commission.

WHEREAS, the members of Council learned with sorrow of the passing of Mr. Lambert on Tuesday, October 9, 2001; and

WHEREAS, Mr. Lambert was a retired lieutenant from the Roanoke City Sheriff's Department with more than 30 years of service; and

WHEREAS, Mr. Lambert was a longtime member of Oakland Baptist Church, where he served as a deacon and president of the Travelers Sunday School Class; and

WHEREAS, Mr. Lambert was an official for many Roanoke area athletics; and

WHEREAS, Mr. Lambert was a volunteer at Carilion Roanoke Memorial Rehabilitation Center; and

WHEREAS, Mr. Lambert was appointed to the Roanoke Civic Center Commission in November 2000 and served for 10 months.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

 City Council adopts this resolution as a means of recording its deepest regret and sorrow at the passing of Edward L. (Whitney) Lambert, and extends to his family its sincerest condolences.

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2. The City Clerk is directed to forward an attested copy of this resolution to Mr.

Lambert's widow, Nancy Hatcher Lambert.

ATTEST:

City Clerk

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VHEREAS, National Hunger and Homelessness Awareness Week was first publicized and promoted as a national event by the National Student Campaign Against Hunger and Homelessness in 1988; and

WHEREAS, every year during the week before Thanksgiving, the National Student Campaign Against Hunger and Homelessness and the National Coalition for the Homeless co-sponsor National Hunger and Homelessness Awareness Week as schools throughout the country participate in fasts, sleep outs, canned food drives and fundraisers to raise awareness of and to take action on the problems associated with hunger and homelessness, both domestically and internationally; and

WHEREAS, the Roanoke Valley Task Force on Homelessness, the Homeless Assistance Team and local homeless shelters, including TRUST, The Rescue Mission, Roanoke Area Ministries, Total Action Against Poverty's Transitional Living Center, The Salvation Army Red Shield Lodge, The Salvation Army Turning Point, Samaritan Inn and Interfaith Hospitality Network will host awareness-raising events during the week of November 11 - 17, 2001.

NOW, THEREFORE, I, Ralph K. Smith, Mayor of the City of Roanoke, Virginia, in order to increase public awareness and to encourage citizen participation to combat the problems associated with hunger and homelessness, do hereby proclaim November 11 - 17, 2001, throughout this great All-America City,

NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK.

Given under our hands and the Seal of the City of Roanoke this ninth day of November in the year two thousand and one.

ATTEST:

Mary F. Parker City Clerk Ralph K. Smith Mayor

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November 1, 2001

The Honorable Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Mayor Smith and Members of Council:

The minutes of the regular meetings of Council may now be accessed on the Internet.

Mary

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C-2

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W., Room 456 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2541 Fax: (540) 853-1145

RALPH K. SMITH Mayor

November 5, 2001

Council Members: William D. Bestpitch William H. Carder C. Nelson Harris W. Alvin Hudson, Jr. William White, Sr. Linda F. Wyatt

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

I wish to request a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Ralph K. Smith Mayor

RKS:sm

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CITY OF ROANOKE OFFICE OF THE MAYOR

215 CHURCH AVENUE, S.W., ROOM 452 ROANOKE, VIRGINIA 24011-1594 TELEPHONE: (540) 853-2444 FAX: (540) 853-1145

RALPH K. SMITH Mayor

November 5, 2001

The Honorable Vice-Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Members of Council:

I wish to request a Closed Meeting to discuss personnel matters, specifically interviews for appointments to the Architectural Review Board and an appointment to the Board of Zoning Appeals, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

Mayor

RKS:sm

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November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Surplus City-owned Property
Art Museum-IMAX Theatre

Pursuant to the requirements of the Virginia Code, the City of Roanoke is required to hold a public hearing on the proposed conveyance or vacation of property rights. This is to request that a public hearing be advertised on the above matter for Council's regular meeting to be held on Monday, November 19, 2001. A full report will be included in the November 19, 2001, agenda material for your consideration.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB/SEF

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Sarah E. Fitton, Engineering Coordinator

"George Clemo" <CLEMO@woodsrogers.c cc:

To: <mary_parker@ci.roanoke.va.us>

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cc: , <

Please be advised that the proposed qualified zone academy bond (QZAB) for Lincoln Terrace Elementary School will not be issued this year because a buyer for the bond could not be found before the Nov. 1 deadline for application to the Va. Dep't of Education for authority to issue the QZAB. Accordingly, there is no need to proceed with the public hearing on the proposed issuance of the QZAB schedule at City Council's meeting on Monday, Nov. 5, 2001, and I ask that it be removed from Council's agenda. If the City is in a position to issue the bond next year, we will republish notice and conduct a public hearing at that time. Please call if you have any questions. Best regards. G.C.

NOTICE:

THIS COMMUNICATION FROM WOODS ROGERS & HAZLEGROVE, P.L.C., INCLUDING ATTACHMENTS, IF ANY, IS INTENDED AS A CONFIDENTIAL AND PRIVILEGED COMMUNICATION. IF RECEIVED IN ERROR, YOU SHOULD NOT COPY, SAVE OR REPRODUCE IN ANY MANNER OR FORM, BUT DELETE IMMEDIATELY AND NOTIFY THE SENDER. THANK YOU.

5.a.

CITY OF ROANOKE

CITY COUNCIL

CITY COUNCIL RECEIVED
215 Church Avenue, S.W., Room 484TY CLERKS OFFICE

Roanoke, Virginia 24011-1536

Telephone: (540) 853-2541 Fax: (540) 853-1145

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RALPH K. SMITH Mayor

October 31, 2001

Council Members: William D. Bestpitch William H. Carder C. Nelson Harris W. Alvin Hudson, Jr. William White, Sr. Linda F. Wyatt

The Honorable Mayor and Members of Roanoke City Council Roanoke, Virginia

Dear Mayor Smith and Members of Council:

The last three pay increases which were approved by Council for the Mayor, Vice-Mayor and Members of Roanoke City Council are as follows:

Ordinance No.	Effective Date	Mayor's Salary	Vice-Mayor's Salary	Council Member Salaries
29103	July 1, 1988	\$15,000.00	\$13,000.00	\$12,000.00
30036-50790	July 1, 1990	\$15,000.00	\$13,000.00	\$13,000:00
32980-060396	July 1, 1996	\$18,000.00	\$14,000.00	\$14,000.00

Inasmuch as the Mayor and Members of Council have not received a pay increase since July 1, 1996, pursuant to Sec. 15.2-1414.6, Code of Virginia (1950), as amended, I would like to propose adoption by Council of the attached ordinance which will increase the salary of the Mayor from \$18,000.00 to \$18,630.00 per annum and increase the salaries of the Vice-Mayor and Members of Council from \$14,000.00 to \$14,490.00 per annum for the fiscal year commencing July 1, 2002. This proposed increase for the Mayor and Council Members is commensurate with the 3.5 per cent base pay increase which was afforded to City employees, effective July 1, 2001.

Your favorable consideration of the abovereferenced salary increase is recommended.

With kindest regards, I am

Sincerely,

William D. Bestpitch Council Member

WDB:mp

pc:

Darlene L. Burcham, City Manager William M. Hackworth, City Attorney James D. Grisso, Director of Finance

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5.a.

NW

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE establishing the annual salaries of the Mayor, Vice-Mayor and Council Members for the fiscal year beginning July 1, 2002; and dispensing with the second reading by title of this ordinance.

WHEREAS, §15.2-1414.6, Code of Virginia (1950), as amended, authorizes this Council, notwithstanding any contrary provision of law, general or special, to set annual salaries by ordinance for the Mayor, Vice-Mayor and each member of Council within certain limits, and this Council is desirous of exercising this authority.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. For the fiscal year beginning July 1, 2002, and ending June 30, 2003, and for succeeding fiscal years unless modified by action of this Council, the annual salaries of the Mayor, Vice-Mayor and each member of Council shall be as follows:

Mayor - \$18,630.00

Vice-Mayor and Council

Members - \$ 14,490.00

2. This ordinance shall remain in effect until amended or repealed by ordinance duly adopted by City Council.

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*Press Ctrl+N to go to a specific Page.

 The Mayor and members of Council shall continue to receive such other benefits as have previously been authorized by Council.

4. Pursuant to the provisions of §12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

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5.b.

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W., Room 456 Roanoke, Virginia 24011-1536 Telephone: (540) 853-2541 Fax: (540) 853-1145

RALPH K. SMITH Mayor

November 5, 2001

Council Members: William D. Bestpitch William H. Carder C. Nelson Harris W. Alvin Hudson, Jr. William White, Sr. Linda F. Wyatt

The Honorable Mayor and Members of Roanoke City Council Roanoke, Virginia

Dear Mayor Smith and Members of Council:

We jointly recommend that the petition of Unified Human Services Transportation System, Inc., (RADAR) for tax exemption to be made to the 2002 Session of the General Assembly of Virginia, be included on the City Council agenda for Monday, November 5, 2001, at 2:00 p.m., under Petitions and Communications.

Sincerely,

Vin Carder
William H. Carder
Vice-Mayor

William White, Sr. Council Member

WHC/WWsr:sm

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5.b.

GENTRY LOCKE RAKES & MOORE

Attorneys at Law

540•983•9300

Facsimile 540+983+9400

October 17, 2001

CITY CLERKS OF FILE Post Office Box 40013

OCT 19 P12R24ke, Virginia 24022-0013

www.gentrylocke.com

Direct Dial: (540) 983-9370 will_dibling@gentrylocke.com

Mary F. Parker, City Clerk Noel C. Taylor Municipal Building 215 Church Avenue, S.W. Roanoke, VA 24011-1591

Petition of Unified Human Services Transportation System, Inc.

Dear Mary:

We represent Unified Human Services Transportation System, Inc., which transacts its business under the name RADAR. RADAR will seek tax exemption for its property, which is used for its charitable and benevolent purposes, pursuant to Article X, § 6(a)(6) of the Constitution of Virginia at the 2002 session of the General Assembly. By the attached Petition, RADAR requests that City Council adopt a Resolution supporting its request for tax exemption.

RADAR is a nonprofit, tax exempt 501(c)(3) corporation under the Internal Revenue Code. The primary purpose of RADAR is to provide an efficient and cost effective transportation system to the elderly, disabled, indigent, and other persons who may require the provision of specialized transportation.

RADAR's Petition complies with Resolution No. 30884-021892, adopted by City Council on February 18, 1992, establishing policies and procedures with respect to tax exemption requests. Specifically, RADAR meets all of the conditions established by paragraph 1 of the Resolution. RADAR's Petition also responds to all those issues required to be addressed by subsection B of § 30-19.04, Code of Va. (1950), as amended.

By letter of October 8, 2001, RADAR has provided advance notice to the City Manager, Commissioner of Revenue, and City Attorney of RADAR's intention to comply with all requirements of paragraph 1 of Resolution 30884-021892, as well as RADAR's responses to the issues required to be addressed by subsection B of § 30-19.04 of the State Code. RADAR is pleased to submit its Petition well in advance of the deadline established by City Council for the filing of tax exemption petitions.

On behalf of RADAR, we will be pleased to respond to any questions of the City Council and other City officials with respect to RADAR's Petition.

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GENTRY LOCKE RAKES & MOORE

Mary F. Parker, City Clerk October 17, 2001 Page 2

With kindest personal regards, I am

Sincerely yours,

GENTRY LOCKE RAKES & MOORE

Wilburn C. Dibling, Jr.

WCDjr/pb

c: Darlene Burcham, City Manager
William M. Hackworth, City Attorney
Hon. Sherman Holland, Commissioner of Revenue
Curtis A. Andrews, Executive Director, RADAR

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IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINATED CITY CLERKS OFFICE

101 OCT 19 P12:24

IN RE:

PETITION OF UNIFIED HUMAN SERVICES TRANSPORTATION SYSTEM, INC. (RADAR) REQUESTING RESOLUTION OF CITY COUNCIL SUPPORTING RADAR'S REQUEST FOR TAX EXEMPTION TO BE MADE TO THE 2002 SESSION OF THE GENERAL ASSEMBLY

TO: THE HONORABLE MAYOR AND THE MEMBERS OF THE COUNCIL OF THE CITY OF ROANOKE:

The Petitioner, Unified Human Services Transportation System, Inc., which transacts business as RADAR, petitions City Council to adopt a Resolution endorsing RADAR's request for tax exemption for its property to be made to the 2002 Session of the General Assembly. In support of its Petition, RADAR states as follows:

- 1. RADAR is a non-profit, tax exempt 501(c)(3) corporation under the Internal Revenue Code. RADAR was created in 1974 by 24 social service agencies to serve as a non-profit transportation organization. The primary purpose of RADAR is to provide an efficient and cost effective transportation system to the elderly, disabled, indigent, and other persons who may require the provision of specialized transportation.
- 2. RADAR's property is used by RADAR for charitable and benevolent purposes, and RADAR will request that its property be exempted from taxation by designation of the 2001 Session of the General Assembly pursuant to Article X, § 6(a)(6), Constitution of Virginia.
- 3. RADAR has complied with the requirements of Resolution No. 30884-021892, adopted by City Council on February 18, 1992, relating to requests for tax exemption.

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Specifically, RADAR responds to the issues required to be addressed by paragraph 1 of such Resolution as follows:

- a. RADAR has requested a written determination from the Commissioner of Revenue as to whether it is tax exempt by classification or designation under the Code of Va.
- b. If granted tax exemption by the General Assembly, RADAR agrees to notify the City Clerk, in writing, of its intent to seek new or additional space for its activities. RADAR will give such notice 45 days prior to its entering into any contract for the purchase of real property for which it intends to seek tax exempt designation.
- c. If granted exemption from property tax by the General Assembly, RADAR agrees to pay to the City an annual service charge in the amount equal to 20% of the City of Roanoke real estate tax levy, which would be applicable to the real property of RADAR in the City of Roanoke were RADAR not exempt from taxation for so long as RADAR's real property is exempted from state and local taxation.
- d. By paragraph 4 of this Petition, RADAR provides its detailed answers to the questions set forth in subsection B of § 30-19.04, Code of Va. (1950) as amended.
- e. RADAR has filed this Petition for tax exempt status with the City Council at least 60 days in advance of the first day of the next session of the General Assembly.
- 4. RADAR responds to the issues required to be addressed by RADAR, pursuant to subsection B of § 30-19.04, Code of Va. (1950) as amended, as follows:
 - RADAR is exempt from taxation pursuant to § 501(c)(3) of the Internal Revenue Code of 1954.
 - A current alcoholic beverage license for serving alcoholic beverages has not been issued by the Virginia Alcoholic Beverage Control Board to RADAR for use on any of its property.

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- c. No director or officer of RADAR is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services which such director or officer actually renders.
- d. No part of the net earnings of RADAR inures to the benefit of any individual. A significant portion of the service provided by RADAR is not generated by funds received from donations or contributions. For the current fiscal year, RADAR received the following local, state, and federal grants:

Local - \$24,000 State - \$23,000 Federal - \$98,669

- e. RADAR provides services for the common good of the public. RADAR is a nonstock, nonprofit corporation that was created in 1974 by twenty-four social services agencies to serve as a nonprofit transportation organization. RADAR contracts with area social service agencies, governments, and organizations to provide transportation services for their clients or citizens primarily in the Roanoke Valley area. The goals of RADAR are to provide a consolidated system to meet the varied transportation needs of human service agencies and the general public through purchase of service agreements. To accomplish its goals, RADAR operates fifty-two vehicles, two-thirds of which are handicapped accessible.
- f. No substantial part of the activities of RADAR involves carrying on propaganda or otherwise attempting to influence legislation. RADAR does not participate in, or intervene in, any political campaign on behalf of any candidate for public office.
- g. No rule, regulation, policy, or practice of RADAR discriminates on the basis of religious conviction, race, color, sex, or national origin.
- h. RADAR currently pays annual real estate tax on its real property in the amount of \$4,466.11. If granted an exemption from property tax, RADAR would pay the City an annual service charge in an amount equal to 20% of the City's real estate tax levy on real property of RADAR in the City. Thus, the revenue impact to the City, based on RADAR's current real property holdings in the City, would be \$3,572.89.
- i. RADAR has addressed all the issues required to be addressed by it under City Council Resolution No. 30884-021892. RADAR will address any other criteria, facts, and circumstances which the City Council deems pertinent to the adoption of a resolution in response to RADAR's petition for exemption from property taxes pursuant to Article X, § 6(a)(6) of the Constitution of Virginia.

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WHEREFORE, RADAR requests that the City Council adopt a Resolution supporting its request to be made to the 2002 Session of the General Assembly that RADAR's real and personal property be exempted from taxation pursuant to Article X, § 6(a)(6) of the Constitution of Virginia.

Respectfully submitted this 17th day of October 2001.

UNIFIED HUMAN SERVICES TRANSPORTATION SYSTEM, INC.

Sy: _____

Wilburn C. Dibling, Jr. (VSB No. 01188) Gentry Locke Rakes & Moore Post Office Box 40013 Roanoke, Virginia 24022-0013 Phone: 540-983-9300

Phone: 540-983-9300 Fax: 540-983-9400

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6.a.1.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject:

Purchase of Refuse Trucks Bid No. 01-08-76

Background:

Capital Maintenance and Equipment Replacement Program (CMERP) has identified the need to replace three (3) refuse cab/chassis and three (3) refuse rear loading bodies for Solid Waste Management.

Specifications were developed and, along with an Invitation for Bid, were specifically sent to nineteen (19) providers. The bid was publicly advertised in accordance with Chapter 23.1 of the Code of the City of Roanoke.

Considerations:

Eight (8) bids were received and evaluated in a consistent manner. The lowest bid meeting specifications for three (3) refuse cab/chassis was Magic City Motor Corporation at a cost of \$67,929.00 per unit.

The lowest bid, for three (3) refuse rear loading bodies, submitted by Wilbar Truck Equipment, Inc., and the second lowest bid, submitted by Mid-State Equipment Company, Inc., took exceptions to roof, tailgate, packing mechanism control and packing cylinder requirements. These exceptions are substantial and cannot be waived as informalities; thus, these bids are non-responsive.

The third lowest bid, submitted by Bilthuis & Associates, Inc. LLC, Midlothian, Virginia, took exception to fixed rear steps instead of folding rear steps. This exception is not substantial and is waived as an informality. This bid was submitted at a cost of \$37,623.00 per unit. Funding is available in Fleet Management account 017-440-2642-9010.

The Honorable Mayor and Members of Council November 5, 2001 Page 2

Recommended Action:

Award the bid for refuse cab/chassis to Magic City Motor Corporation at a total cost of \$203,787.00 and the bid for refuse rear loading bodies to Bilthuis & Associates, Inc. LLC at a total cost of \$112,869.00 and reject all other bids.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB: bdf

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Barry L. Key, Director of OMB
D. Darwin Roupe, Director of General Services
Robert L. White, Manager, Purchasing

CM01-00244

Bid Tabulation
Bids were received, publicly opened and read at 2:00 p.m., September 20, 2001
For
Refuse Trucks
Bid Number 01-08-76

Item	Bitthuis & Associates, Inc. LLC	Bithuis & Associates, Inc. LLC	Bithuis & Bithuis & Associates, Inc. LLC	Wilbar Truck Highway Equip., Inc. Motors Inc.	Highway Motors Inc.	Mid-Atlantic Waste Systems
	Option 1	Option 2	Option 3			
3 - Refuse Cab/Chassis \$71,910.00	\$71,910.00 each	N/B	\$69,525.00 each	N/B	\$71,075.50 each	N/B
	\$215,730.00 total		\$208,575.00 total		\$213,226.50 total	
3 – Refuse Rear Loading Bodies	\$37,623.00 * each	\$37,623.00 each	\$37,623.00 each	\$37,210.50 each	N/B	\$37,625.29 each
	\$112,869.00 * total	\$112,869.00 total	\$112,869.00 total	\$111,631.50 total		\$112,875.87 total
Delivery	90 -120 days	90 - 120 days	90 - 120 days	30 - 45 days	30 - 45 days 60 - 90 days 45 days	45 days

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Bid Labulation: Kefuse Lrucks Bid No. 01-08-76 Page 2

Item	Mid-State	Mid-State Fourin Co. Inc.	Cavalier Equip. Corp.	Virginia Truck Magic City Center Motor Com	Magic City Motor Core
	Option 1	Option 2			
3 - Refuse Cab/Chassis	N/B	89. N	8/N	\$72,735.89 each	\$67,929.00 * each
				\$218,207.67 total	\$203,787.00 * total
3 – Refuse Rear Loading Bodies	\$37,350.00 each	\$38,370.00 each	\$38,113.30 each	8/N	N/B
	\$112,050.00 total	\$115,110.00 total	\$114,339.90 total		

 Delivery
 30 days
 30 days
 45 - 60 days
 90 - 120 days

* Indicated Recommendation

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6.a.1.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION accepting the bid of Magic City Motor-Corporation, for the purchase of three new refuse cab/chassis and the bid of Bilthuis & Associates, Inc., LLC for the purchase of three new refuse rear loading bodies, upon certain terms and conditions; and rejecting all other bids made for such items.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

- 1. The bid submitted by Magic City Motor Corporation, to furnish three new refuse cab/chassis at a total cost of \$203,787.00 and the bid of Bilthuis & Associates, Inc., LLC to furnish three new refuse rear loading bodies at a total cost of \$112,869.00, is hereby ACCEPTED.
- 2. The City's Manager of Supply Management is hereby authorized to issue the requisite purchase orders for the purchase of such equipment, and the City Manager is authorized to execute, for and on behalf of the City, any required purchase agreements with respect to the aforesaid equipment, such documents to be in form approved by the City Attorney.
- 3. Any and all other bids made to the City for the aforesaid items are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

ATTEST:

City Clerk.

R-Purchase of Refuse Trucks 110501



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject:

Third Year Contract Extension; Remove, Transport and Dispose of Sludge from Water Pollution Control Plant, 1402 Bennington St., SE, Roanoke, Virginia

Bids were received on July 1, 1999 to properly remove, transport and dispose of lagooned sludge by land application. Robinson Pipe Cleaning Company, One Rainey Road, Eighty Four, Pennsylvania 15330, submitted the low bid of \$84.47 per dry ton with a minimum of 10,000 dry tons and a maximum of 12,000 dry tons. The contract was started on October 1, 1999.

In the one-year contract, the City reserved the right to extend the contract each year for a total of five years. The contract was extended for one year, from October 1, 2000, through September 30, 2001, at a unit price of \$87.57 per dry ton due to an increase in the CPI as allowed by the contract. Robinson Pipe Cleaning Company has agreed to continue their 2000-2001 cost per dry ton of \$87.57 for the 2001-2002 contract year from October 1, 2001 to September 30, 2002, and the City wants to extend the contract for an additional year. The one-year extension will be at the unit price of \$87.57 per dry ton with a change to the amount of dry tons processed by reducing the minimum and maximum amounts by 2,000 dry tons each.

Honorable Mayor and Members of Council November 5, 2001 Page 2

Funding is available in Sewage Fund Administration - Fees for Professional Services account number 003-510-3150-2010 for fiscal year 2002. Fiscal year 2003 funding will be provided during the annual budget process in the same account.

Recommended Action:

Authorize the City Manager to enter into a one year extension, from October 1, 2001 through September 30, 2002, of the contract with Robinson Pipe Cleaning Company, to remove and properly dispose of a minimum of 8,000 dry tons and a maximum of 10,000 dry tons of lagooned sludge from the existing five (5) lagoons at the Water Pollution Control Plant at the unit price of \$87.57 per dry ton. The 8,000 minimum dry tons would be \$700,560.00 and the 10,000 maximum dry tons would be \$875,700.00.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB/LBC/bls

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney James D. Grisso, Director of Finance

#CM01-00245

DIT.

5.a.2.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing execution of an amendment extending for an additional term of one year a contract with Robinson Pipe Cleaning Company for removing, transporting and disposing of digested lagooned sludge from the City's Water Pollution Control Plant; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

- 1. The City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, an amendment to a contract dated August 2, 1999, with Robinson Pipe Cleaning Company extending such contract for removing, transporting and disposing of digested lagooned sludge from the City's Water Pollution Control Plant, for an additional term of one year at a cost of \$87.57 per dry ton, with a minimum of 8,000 dry tons of sludge and a maximum of 10,000 dry tons of sludge during the period October 1, 2001 through September 30, 2002, for a minimum amount of \$700,560.00 and a maximum amount of \$875,700.00, as more particularly set forth in the letter of the City Manager to Council dated November 5, 2001.
 - The form of the amendment shall be approved by the City Attorney.
- 3. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

H:\Measures\shidge removal 200

6.a.3.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Contract Award - Garden City Phase 3 Drainage Project; Bid No. 01-07-14

Garden City experienced extensive flooding from Garnand Branch in 1995 and, as a result, a task force of citizens and City staff members developed a 10-phase stormwater management plan for the Garden City neighborhood. Construction plans have been completed for Phase 3 of the Garden City Stormwater Plan. The project will include the following:

- Armoring and widening of Garnand Branch and Gum Spring Branch as they join at the intersection of Garden City Boulevard and Hartsook Boulevard.
- Replacing the bridge over Garden City Boulevard at Gum Spring Branch with a larger bridge to allow greater volumes of water to flow under it during times of heavy rains. (A detour will be built along Garden City Boulevard to allow for twoway traffic during construction.)

After proper advertisement, two bids were received on Friday, August 17, 2001, with H. & S. Construction Company, 2011 Salem Avenue, S.W., Roanoke, Virginia 24016, submitting the low bid in the amount of \$521,245. The construction time was specified as 180 consecutive calendar days. Construction will be scheduled for early spring 2002, in order to minimize the time that the area is disrupted by cold weather delays.

Funding in the amount of \$575,000 is needed for the project. The additional funds that exceed the contract amount will be used for miscellaneous project expenses including advertising, prints, test services, minor variations in bid quantities and unforeseen project expenses. Funding is available from Public Improvement Bonds Series 1999, account number 008-052-9709-9176.

The Honorable Mayor and Members of Council November 5, 2001 Page 2

Recommended Action:

Accept the above bid and authorize the City Manger to execute a contract for the above work with H. & S. Construction Company in the amount of \$521,245 with 180 consecutive calendar days to construct the Garden City Phase 3 Drainage Project.

Transfer \$575,000 from Public Improvement Bond Series 1999, account number 008-052-9709-9176, to an account to be established entitled "Garden City Phase 3 Drainage Project".

Reject the other bid received.

Respectfully submitted,

Darlene L. Burcham City Manager

DLB/MPC/bls

Attachment

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney James D. Grisso, Director of Finance D. Darwin Roupe, Director of General Services

#CM01-00249

TABULATION OF BIDS

GARDEN CITY PHASE 3 DRAINAGE PROJECT BID NO. 01-07-14

Bids were opened by Robert L. White, Manager, Purchasing Department, on Friday, August 17, 2001, at $2:00 \, \text{p.m.}$

BIDDER	AMOUNT
H. & S. Construction Company	\$521,245.00
Allegheny Construction Company, Inc.	\$733,588.00

Office of the City Engineer Roanoke, Virginia November 5, 2001 MYS

6.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to amend and reordain certain sections of the 2001-2002 Capital Projects Fund Appropriations, and providing for an emergency.

WHEREAS, for the usual daily operation of the Municipal Government of the City of Roanoke, an emergency is declared to exist.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that certain sections of the 2001-2002 Capital Projects Fund Appropriations, be, and the same are hereby, amended and reordained to read as follows, in part:

Appropriations

Storm Drains Garden City Phase 3 D	rainage Project (1)		\$ 3,363,825 767,193
Capital Improvement Res Public Improvement Bo	serve ands Series 1999 (2)		(1,478,948) 4,262,294
Appropriated from Bond Funds - Series 1999 Storm Drains	(008-052-9692-9001) (008-052-9709-9176)	\$ 575,000 (575,000)	

BE IT FURTHER ORDAINED that, an emergency existing, this Ordinance shall be in effect from its passage.

ATTEST:

City Clerk.

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6.a.3.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA.

AN ORDINANCE accepting the bid of H. & S. Construction Company for armoring and widening of Garnand Branch and Gum Spring Branch as they join at the intersection of Garden City Boulevard and Hartsook Boulevard and replacing the bridge over Garden City Boulevard at Gum Spring Branch with a larger bridge in connection with the Garden City Phase 3 Drainage Project, upon certain terms and conditions and awarding a contract therefor; authorizing the proper City officials to execute the requisite contract for such work; rejecting all other bids made to the City for the work; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

- 1. The bid of H. & S. Construction Company in the amount of \$521,245.00 for armoring and widening of Garnand Branch and Gum Spring Branch as they join at the intersection of Garden City Boulevard and Hartsook Boulevard and replacing the bridge over Garden City Boulevard at Gum Spring Branch with a larger bridge in connection with the Garden City Phase 3 Drainage Project, as is more particularly set forth in the City Manager's Letter dated November 5, 2001, to this Council, such bid being in full compliance with the City's plans and specifications made therefor and as provided in the contract documents offered the bidder, which bid is on file in the Purchasing Department, be and is hereby ACCEPTED.
- 2. The City Manager and the City Clerk are hereby authorized, on behalf of the City, to execute and attest, respectively, the requisite contract with the successful bidder, based on its proposal made therefor and the City's specifications made therefor, the contract to be in such form

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as is approved by the City Attorney, and the cost of the work to be paid for out of funds heretofore or simultaneously appropriated by Council.

3. Any and all other bids made to the City for the above work are hereby REJECTED, and the City Clerk is directed to notify each such bidder and to express to each the City's appreciation for such bid.

4. In order to provide for the usual daily operation of the municipal government, an emergency is deemed to exist, and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

n city n3 drain project

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6.a.4.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: 2001-2002 "Connect Four, Phase

One" Agreement with Blue Ridge Housing Development Corporation

(BRHDC)

Background:

The BRHDC is an established local nonprofit housing agency which has conducted several housing projects assisted by the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds. As part of the budgeting process for the 2001-2002 period, BRHDC applied for funding to conduct a multi-year project, to be known as "Connect Four," to construct or rehabilitate housing in all four of the City's quadrants. City Council Resolution No. 35319-050701 approved submission of the City's 2001-2002 Consolidated Plan Annual Update to the U.S. Department of Housing and Urban Development (HUD), which included authorization of \$363,254 in CDBG and HOME funds for BRHDC to undertake phase one of the project. City Council appropriated the necessary HOME and CDBG funding by Budget Ordinances No. 35404-061801 and 35406-070201, respectively.

Considerations:

"Connect Four, Phase One" will construct and/or rehabilitate and sell a minimum of ten (10) homes on a site located immediately north of Cove Road and Aspen Street, or at another mutually agreeable site or sites. All homes will be compatible with the neighborhood in style and value. At least six (6) of the homes will be affordable to low- and moderate-income individuals through the CDBG and HOME funding previously authorized and appropriated. In order for the BRHDC to undertake these activities, authorization is

Room 364 Municipal South 215 Church Avenue, S.W. Roanoke, Virginia 24011-1591 (540) 853-2333 FAX (540) 853-1138 CityWeb:www.cl.roanoke.va.us

The Honorable Mayor and Members of Council November 5, 2001 Page 2

needed from City Council to execute an agreement with the BRHDC. Authorization of the Agreement for phase one of Connect Four does not constitute a commitment by the City to provide future funding to the project.

Recommended Action:

Authorize the City Manager to execute the 2001-2002 CDBG/HOME Agreement with the BRHDC, approved as to form by the City Attorney, similar in form to the draft attached to this report.

Respectfully submitted,

Darlene L. Burcham City Manager

Attachments: 1

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney James D. Grisso, Director of Finance Frank E. Baratta, Budget Team Leader

CM01-00246

AGREEMENT

Inis Agreement is made and entered into the following parties:	is day of, 2001, by and between the
The Grantee	City of Roanoke, Virginia 215 Church Avenue, S.W. Roanoke, Virginia 24011
The Subgrantee	Blue Ridge Housing Development Corporation, Inc. 510 11th Street, N.W. Roanoke, Virginia 24017
WIT	NESSETH:
	801 the Roanoke City Council approved the 2001/2002 G) program and by Ordinance No. 35406-070201 appropriated
	the Roanoke City Council approved the 2001-2002 HOME by Ordinance No. 35404-061801 appropriated funds therefor;

WHEREAS, the Subgrantee has been certified the as a Community Housing Development Organization

___, Roanoke City Council approved the execution of a subgrant

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

WHEREAS, by Resolution No. ____-

agreement between the Grantee and the Subgrantee; and

a. General — The project to be undertaken by the Subgrantee under this Agreement shall be known as "Connect Four, Phase I," and shall have as its primary purpose the construction and/or rehabilitation and sale of single-family housing. Through a combination of CDBG, HOME and HOME/CHDO funding provided by the Grantee and other funds secured by the Subgrantee, it is mutually agreed that the Subgrantee will construct and/or rehabilitate and sell a minimum of ten (10) homes. The homes shall be located on the land known as the "Cove Road and Aspen Street" site and/or on such other site or sites as may be mutually agreeable. All homes shall be of a design and value compatible with and comparable to other housing in the immediate vicinity. Of the ten

Page 1 of 26

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- (10) units to be constructed and/or rehabilitated, not less than six (6) units shall be affordable housing to be sold to "eligible families," as described in section 1.b below.
- b. Eligible Families -- For the purposes of this Agreement, this term shall mean a family that will use the respective home to be purchased as its principal residence and whose income, adjusted for family size, does not exceed 80% of the area median income established by HUD and in effect at the time the family applies to purchase the property. The Subgrantee shall prepare, and retain with records of the project, documentation of its determination of each homebuyer family's income. Such documentation shall include the name, age, and the sources and estimated amount of income anticipated for the succeeding twelve months for each individual related by birth, marriage or adoption living in the same household at the time of the determination.
 - c. Allowable Expenditures -- Funds provided by the Grantee under this Agreement shall be used by the Subgrantee solely for the costs associated with the new construction and/or rehabilitation of the affordable housing units to be sold to "eligible families," as described in section 1.b above. Except as indicated below, funds under this Agreement may be expended for any necessary, reasonable and allowable CDBG or HOME costs, including, but not necessarily limited to, property acquisition, construction labor and materials, including the costs of related infrastructure, title and recording, counsel's fees, property appraisal, surveying, taxes, or extermination and inspection. The price paid to acquire any property shall not exceed the value determined through appraisal, city assessment or other appropriate method without the prior written approval of the Grantee's Department of Management and Budget. Funds shall not be expended to acquire any property which is occupied or which had been occupied at any time during the prior 12 months, nor shall funds be expended for liens, fines or penalties associated with any property acquired or to be acquired. Pursuant to 24 CFR 570.204(c)(2)(iii) and 570.207(b)(3)(iii), the Subgrantee may use CDBG funds for costs of new construction. Funds may also be used to provide down payment and closing cost assistance to eligible families purchasing affordable housing units. The value of the housing produced using CDBG and/or HOME funds shall not exceed the currently-applicable federal maximum of \$132,000. The maximum amount of HOME or HOME/CHDO funds which may be expended to assist a unit, excluding any down payment assistance to the buyer, shall comply with the limits specified in section 10.a. below.
 - d. Period of this Agreement -- This Agreement shall be effective as of November 1, 2001, and, unless amended, shall end December 31, 2002.
 - e. Schedule The Subgrantee shall complete the indicated actions by the specified dates.
 - (1) By June 30, 2002, complete the construction and/or rehabilitation of ten (10) homes;
 - (2) By December 31, 2002, complete the sale of the ten (10) homes.
 - f. <u>Budget</u> -- The amount of CDBG, HOME and HOME/CHDO funds to be provided by the Grantee under this Agreement shall be as detailed in Attachment A. Of the CDBG funds provided, not more than \$27,760.00 shall be expended for "project support costs" such as project management staffing and related support costs. In addition, not more than \$21,000.00 of the CDBG and/or HOME funds may be expended to provide down payment and closing cost assistance to eligible families. At the sole discretion of the Grantee, any funds remaining unexpended at the end date of

- this Agreement may be deobligated from the Agreement and made available for other CDBG, HOME or HOME/CHDO projects, as appropriate. The commitment of funds by the Grantee to this Agreement shall not be construed as a commitment by the Grantee to provide further funding to this project.
- g. HOME Match -- HOME funds must be matched in accordance with the requirements of 24 CFR 92.218 through 92.222. The Grantee shall be responsible for identifying and ensuring crediting of matching funds required pursuant to this Agreement. To assist the Grantee in meeting the requirement, the Subgrantee shall report regularly to the Grantee all activities which may be credited as HOME match.

2. **REQUESTS FOR DISBURSEMENTS OF FUNDS:**

- a. Disbursement of funds under this Agreement shall not be requested until the funds are needed for payment of eligible costs. The amount of each disbursement request must be limited to the amount needed.
- b. Requests for disbursement of funds shall be submitted to the Grantee's Project Manager, if any, or Department of Management and Budget and shall include copies of invoices or other appropriate documentation from contractors or other entities for work performed or costs incurred. In the case of property acquisitions, requests shall include settlement statements and property appraisal or assessment documentation. The use of standard American Institute of Architects (AIA) forms is preferred for requesting disbursement of funds for construction costs. Upon approval of the request by the Project Manager and/or Department of Management and Budget, the Grantee shall disburse the funds to the Subgrantee. Approval of disbursement requests will be subject to timely receipt of monthly Subgrantee reports (see section 7 below).
- c. All requests for disbursements with respect to costs incurred during the period of this Agreement, as set forth in section 1.d., must be received by the Grantee within 60 calendar days of the ending date of this Agreement. The Grantee shall not be bound to honor requests for disbursements received after this 60-day period has elapsed.

3. PROGRAM INCOME AND REPAYMENTS:

- a. Payment of Proceeds from Sale:
 - (1) Upon the sale of a CDBG, HOME and/or HOME/CHDO assisted property referenced in section 1 above, gross proceeds shall be distributed as follows: first, outstanding loans from private lending institutions shall be repaid; second, the Subgrantee shall recover its funds invested in the project. Thereafter, the Grantee will share in any proceeds remaining. The Grantee's share will be equal to the percentage of the total cost to develop, construct and sell the property which has been paid for by the CDBG, HOME and/or HOME/CHDO funds provided under this Agreement. Should the gross proceeds be insufficient to allow the Subgrantee to recover its invested funds, the Grantee shall not be liable for the insufficiency.
 - (2) In the event a property is assisted by both CDBG and HOME funds provided under this Agreement, the Grantee's share referenced in subsection (1) above shall be distributed to

CDBG program income or HOME program income according to the percentage each source is of the total CDBG and HOME funds contributed to the property.

b. All repayments, interest, and Grantee shares of proceeds or other returns on the investment of CDBG and/or HOME funds shall be submitted by the Subgrantee within 15 days of receipt.

4. **AFFORDABILITY:**

- a. The Subgrantee shall ensure that properties assisted with HOME and/or HOME/CHDO funds under this Agreement comply with the affordability requirements at 24 CFR 92.254, including, but not limited to, the following:
 - (1) Buyers of the properties shall be eligible families, as described in section 1.b. above;
 - (2) The value and initial sales price of each CDBG- and/or HOME-assisted unit shall not exceed \$132,000; and
 - (3) For up to 15 years, depending on the amount and form of HOME and/or HOME/CHDO assistance provided, either resale restrictions or repayment (recapture) requirements will be imposed on the buyer. These provisions will be enforced pursuant to section 5.c. below.
- b. The Subgrantee shall monitor all HOME- and/or HOME/CHDO-assisted properties to ensure maintenance of their affordability for the minimum period. This Subgrantee responsibility shall continue so long as this Agreement or any other CDBG-, HOME- or HOME/CHDO-funded Agreement with the Grantee remains in effect.

5. **ENFORCEMENT OF THE AGREEMENT:**

- a. In the event the Subgrantee materially fails to comply with any term of the agreement, the Grantee may suspend or terminate, in whole or in part, this Agreement or take other remedial action in accordance with 24 CFR 85.43. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.
- b. In the event the Subgrantee, without prior written approval from the Grantee's Department of Management and Budget, terminates the project prior to completing all units for which HOME funds have been disbursed, the Subgrantee shall be liable for repayment of all HOME project, administrative or operating funds disbursements, whether or not expended.
- c. The affordability provisions referenced in section 4 of this Agreement shall be enforced by a written covenants declared by the Subgrantee and recorded with the property deed. The covenant shall provide that the Grantee be notified of any pending resale of the property for the applicable period of affordability. Such covenant shall be approved as to form by the Grantee. If affordability provisions are not met upon resale of the property, up to the full HOME investment, as applicable, shall be repaid to the Grantee in accordance with section 3 of this Agreement.

6. REVERSION OF ASSETS:

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Upon expiration of this Agreement, including any amendments thereto, the Subgrantee shall transfer to the Grantee any CDBG, HOME and/or HOME/CHDO funds or CDBG, HOME or HOME/CHDO Program Income on hand at the time of expiration and any accounts receivable attributable to the use of CDBG, HOME and/or HOME/CHDO funds.

Any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:

- a. Shall continue for a period of not less than five years following expiration of this Agreement, including any amendments thereto, to be used to meet one of the CDBG national objectives cited in 24 CFR 570.208; or
- b. If the property is not used in accordance with 6.a. above, the Subgrantee shall pay the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment shall be considered Program Income to the Grantee.

7. RECORDS AND REPORTS:

- a. The following shall apply to financial and project records pertaining to this Agreement:
 - Records to be maintained -- At a minimum, the Subgrantee shall maintain financial and project documents and records which comply with the requirements of 24 CFR 92.508, 570.506, and 570.507, as applicable.
 - (2) <u>Period of record retention</u> -- The Subgrantee shall retain financial and project documents and records pertaining to this Agreement for a period of four (4) or five (5) years, respectively, in compliance with the requirements of 24 CFR 92.508(c) and 570.502(b), as applicable.
 - (3) Access to records -- The Grantee and other entities shall have access to financial and project documents and records pertaining to this Agreement in compliance with the applicable requirements of 24 CFR 84.53 and 92.508(d).
- b. The following Subgrantee reporting requirements shall apply to this Agreement:
 - (1) On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee which summarizes progress on the project to-date and documents any matching funds identified or to be contributed by the Subgrantee. A table providing data on each housing unit and eligible family assisted by the project shall be included with each monthly report (see Attachment B).
 - (2) The Subgrantee agrees to submit such other reports as may be requested by the Grantee concerning the activities conducted under this Agreement.

8. **MONITORING:**

The Subgrantee shall monitor progress of the project(s) covered by this Agreement, and shall submit appropriate reports to the Grantee's Department of Management and Budget. Not less than annually,

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the Grantee shall monitor the Subgrantee for records retention and compliance with the regulations of 24 CFR Parts 92 and 570, as referenced herein.

9. ANNUAL AUDIT:

As an entity receiving more than \$300,000 in federal funding from the Grantee, the Subgrantee shall complete an annual independent audit of the CDBG/HOME expenditures under this Agreement which complies with OMB Circular A-133. Within 15 days of its completion, two (2) copies of the audit will be provided to the Grantee's Department of Management and Budget.

10. OTHER PROGRAM/PROJECT REQUIREMENTS:

In addition to other requirements set forth herein, the Subgrantee shall likewise comply with the applicable provisions of Subparts F and H of 24 CFR part 92 and Subpart K of 24 CFR 570, in accordance with the type of project assisted. Such other requirements include, but are not necessarily limited to, the following.

- a. <u>Maximum per-unit subsidy amount and subsidy layering</u> -- The total amount of HOME funds invested shall not exceed \$64,520 for a one-bedroom unit, \$78,456 for a two-bedroom unit, \$101,496 for a three-bedroom unit, and \$111,411 for a unit with four or more bedrooms. Further, in accordance with 24 CFR 92.250, HOME funds invested in combination with other governmental assistance shall not exceed the amount necessary to provide affordable housing.
- b. Property standards and lead-based paint -- All housing assisted with HOME funds under this agreement must, upon project completion, meet the property standards of 24 CFR 92.251. Those assisted with CDBG funds shall meet the Statewide Building Code. All properties assisted with HOME and/or CDBG funds shall meet the lead-based paint requirements in 24 CFR 92.355 and/or 570.608, respectively. In accordance with regulations, the Subgrantee shall adhere to lead-based paint abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.
- c. Affirmative Marketing and Affirmatively Furthering Fair Housing -- In accordance with 24 CFR 92.351 and 570.601 and the Grantee's Affirmative Marketing Procedures, the Subgrantee shall provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, familial status or disability.
- d. Section 109 -- In accordance with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d)), no person in the United States shall on grounds of race, color, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds available under this Agreement. (See also Attachment C.)
- e. <u>Conditions for religious organizations</u> -- The Subgrantee shall not grant or loan any HOME or CDBG funds to primarily religious organizations for any activity including secular activities. In addition, funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. In particular,

there shall be no religious or membership criteria for tenants or buyers of any HOME- or CDBG-assisted properties.

- f. <u>Labor standards</u> -- This projects is subject to federal Labor Standards, including prevailing (Davis-Bacon) wage rates for non-volunteer labor. Infrastructure and housing construction will be treated as distinct components, with separate wage determinations and separate payroll submissions required. (See Attachment D of this Agreement for details regarding Labor Standards.)
- g. Environmental standards -- In accordance with 24 CFR 92.352 and 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, historic significance, floodplain, and hazardous sites. No CDBG or HOME funds may be expended prior to the Grantee's completion of the environmental review and the Subgrantee's completion of any required remedial actions.
- h. <u>Displacement and relocation</u> -- In accordance with 24 CFR 92.353 and 570.606, the Subgrantee shall take all reasonable steps to minimize displacement as a result of the activities described in section 1. Furthermore, section 1 of this Agreement prohibits acquisition of any property which is occupied or has been occupied at any time during the prior 12 months. Notwithstanding this prohibition, any persons displaced as a result of the activities under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.
- I. Employment and contracting opportunities In accordance with 24 CFR 570.607, the activities under this Agreement are subject to the requirements of Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. The former prohibits discrimination on federally-assisted construction contracts and requires contractors to take affirmative action regarding employment actions. The latter provides that, to the greatest extent feasible and consistent with federal, state and local laws, employment and other economic opportunities arising housing rehabilitation, housing construction and public construction projects shall be given to low- and very-low-income persons. (See also Attachment C.)
- j. <u>Debarment and suspension</u> -- In accordance with 24 CFR 24, the Subgrantee shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any of the activities under this Agreement. The Subgrantee will submit to the Grantee's Department of Management and Budget the names of all contractors and subcontractors selected under this Agreement to determine if such contractors or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions.
- k. <u>Uniform administrative requirements</u> -- The Subgrantee shall comply with the requirements and standards of OMB Circular No. A-110, "Uniform Administrative Requirements . . ."; OMB Circular No. A-122, "Cost Principles for Non -Profit Organizations"; and OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Institutions" or the related provision specified in 24 CFR 92.505 or 570.502.
- Conflict of interest In accordance with 24 CFR 92.356 and 570.611, no covered individual who
 exercises any functions or responsibilities with respect to the program during his tenure, or for one

(1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subgrantee shall incorporate, or cause to be incorporated, in any contracts or subcontracts pursuant to this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

11. EMPLOYMENT DISCRIMINATION PROHIBITED:

Pursuant to §23.1-20 of the Code of the City of Roanoke (1979), as amended, this Agreement being valued at over ten thousand dollars (\$10,000.00), the Subgrantee shall be subject to the following:

- a. During the performance of this Agreement, the Subgrantee agrees as follows:
 - (1) The Subgrantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subgrantee. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - (2) The Subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, will state that such Subgrantee is an equal opportunity employer.
 - (3) Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Subgrantee will include the provisions of the foregoing subparagraphs a.(1)(2),and (3) in every subagreement, subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subgrantee, subcontractor or vendor.

(Ord. No. 26298, § 1, 12-6-82; Ord. No. 35006, § 1, 8-7-00)

12. DRUG-FREE WORKPLACE TO BE MAINTAINED:

Pursuant to \$23.1-20.1 of the Code of the City of Roanoke (1979), as amended, this Agreement being valued at over ten thousand dollars (\$10,000.00), the Subgrantee shall be subject to the following:

- a. During the performance of this Agreement, the Subgrantee agrees to:
 - (1) Provide a drug-free workplace for the Subgrantee's employees;
 - (2) Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

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- (3) State in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that the Subgrantee maintains a drug-free workplace; and
- (4) Include the provisions of the foregoing clauses in every subagreement, subcontract or purchase order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each subgrantee, subcontractor or vendor.
- b. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Agreement, subagreement or contract awarded to the Subgrantee in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement, subagreement or contract.

(Ord. No. 35006, § 1, 8-7-00)

13. THIRD-PARTY CONTRACTS:

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

14. **INDEMNITY:**

The Subgrantee agrees and binds itself and its successors and assigns to indemnify, keep and hold the Grantee and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Subgrantee including: (a) the Subgrantee's use of the streets or sidewalks of the Grantee or other public property; (b) the performance under this Agreement; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of the Subgrantee to perform any duty imposed upon or assumed by Subgrantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the Grantee or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with the Subgrantee on account thereof, the Subgrantee, upon notice given to it by the Grantee or any of its officers, employees, agents, volunteers or representatives, will pay all costs of defending the Grantee or any of its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgement being awarded against the Grantee or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Subgrantee, then the Subgrantee will pay such settlement or judgement in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the Grantee or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

15. INDEPENDENT CONTRACTOR:

Services performed under this agreement shall be performed on an independent contractor basis and under no circumstances shall this Agreement be construed as establishing an employee/employer relationship. The Subgrantee shall be completely responsible for its activities in performing services

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hereunder.

16. SUCCESSORS:

This Agreement shall be binding upon each of the parties, and their assigns, purchasers, trustees, and successors.

17. AMENDMENTS:

The Grantee may, from time to time, require changes in the obligations of the Subgrantee hereunder, or its City Council may appropriate further funds for the implementation of this HOME rehabilitation project. In such event or events, such changes which are mutually agreed upon by and between the Grantee and the Subgrantee shall be incorporated by written amendment to this Agreement.

18. **GOVERNING LAW:**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

19. AVAILABILITY OF FUNDS:

CDBG and HOME funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

20. ANTI-LOBBYING:

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

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By	Ву			
Mary F. Parker, City Clerk	City Manager/Assistant City Manager			
ATTEST:	FOR THE SUBGRANTEE:			
ByCyndi Stultz, Secretary	By Alvin Nash, Executive Director			
APPROVED AS TO CDBG/HOME ELIGIBILITY.	APPROVED AS TO FORM			
Department of Management and Budget	Assistant City Attorney			
APPROVED AS TO EXECUTION	APPROPRIATION AND FUNDS REQUIRED FOR THIS CONTRACT CERTIFIED			
Assistant City Attorney	Director of Finance			
	Account # (See Attachment A)			

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Attachments

Attachment A -- Financial Accounts

Attachment B -- Housing/Beneficiary Reporting Elements

Attachment C -- Special Federal Terms and Conditions

Attachment D -- Federal Labor Standards Provisions

Attachment A

2001/2002 CDBG, HOME and HOME/CHDO Agreement ("Connect Four, Phase I") Financial Accounts

Account #	<u>Description</u>	Project	Support	<u>Admin</u>	Total
CDBG Funds					
035-G02-0220-5354	Connect Four	122,544	27,760		150,304
HOME Funds:					
035-090-5309-5354	Connect Four	100,000			100,000
HOME/CHDO Funds:					
035-090-5309-5354	Connect Four	112,950			112,950
Total Funds		335,494	27,760	0	363,254

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Attachment B

Housing/Beneficiary Reporting Elements

On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee summarizing progress on the project to-date. Accompanying the narrative, the Subgrantee shall submit data in a table or spreadsheet format that is needed in order that the Grantee may complete its required reports to the U.S. Department of Housing and Urban Development. The data provided by the Subgrantee shall include:

- -- Property address
 - -- Number of bedrooms
 - -- Status (pending, under construction, completed or sold)
- -- Estimated total hard and soft costs to produce the unit
 - -- CDBG funds committed to property
 - -- HOME funds committed to property
 - -- HOME/CHDO funds committed to property
- -- Prime Contractor Name
 - -- Federal I.D. Number (or Owner Social Security Number)
 - -- Whether Minority-Owned, Women-Owned or Both
 - -- CDBG funds committed to Prime
 - -- HOME funds committed to Prime
 - -- HOME/CHDO committed to Prime
- -- Subcontractor Name (Provide separate data for each subcontractor)
 - -- Federal I.D. Number (or Owner Social Security Number)
 - -- Whether Minority-Owned, Women-Owned or Both
 - -- CDBG funds committed to Subcontractor
 -- HOME funds committed to Subcontractor
 - -- HOME/CHDO committed to Subcontractor
- -- Name of Homebuyer
 - -- Total Family Income (projected for 12 months following determination)
 - -- Number in family
 - Ethnic Group: White, Black (non-Hispanic), Hispanic, Asian/Pacific Islander, American Indian/Alaskan Native, or Other
 - -- Whether family is headed by a single female
 - -- Whether head of household is disabled
- -- Unit Sale Data
 - -- Sales Price of Unit (excluding settlement charges)
 - -- Closing Date
- -- Amount of Down Payment and Closing Cost Assistance Provided, if any, and source (CDBG, HOME or HOME/CHDO)

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Attachment C

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SPECIAL TERMS AND CONDITIONS (Agreements \$10,000 or Over)

1. "Section 3" Compliance -- Provision of Training, Employment and Business Opportunities:

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Subgrantee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Subgrantee will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR part 135 and will not let any subcontract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project,

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binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Subgrantees and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

Equal Employment Opportunity: Contracts subject to Executive Order 11246, as amended: Such
contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130
applicable to HUD-assisted construction contracts.

The Subgrantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: "During the performance of this contract, the Subgrantee agrees as follows:

- A. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this

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contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible for further Government contracts or Federally-assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

G. The Subgrantee will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States."

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Subgrantees and contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subgrantee debarred from, or who has not demonstrated eligibility for Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subgrantees and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the cause to the Department of Justice for appropriate legal proceedings.

3. Nondiscrimination Under Title VI of the Civil Rights Act of 1964: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such

transfer, prohibiting discrimination upon the basis or race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the Subgrantee and the United States are beneficiaries of and entitled to enforce such covenant. The Subgrantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. Section 504 and Americans with Disabilities Act:

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federal assisted program.

- 5. Obligations of Subgrantee with Respect to Certain Third-party Relationships: The Subgrantee shall remain fully obligated under the provisions of the Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant shall comply with all lawful requirements of the Applicant necessary to insure that the program, with respect to which assistance is being provided under this Agreement to the Subgrantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.
- 6. <u>Interest of Certain Federal Officials</u>: No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
- 7. Prohibition Against Payments of Bonus or Commission: The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval or applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
- 8. "Section 109": This Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
- 9. Access to Records and Site of Employment: This agreement is subject to the requirements of Executive Order 11246, Executive Order 1375, Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as

may be relevant tot he matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the Subgrantee. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights At of 1964 (as amended) and in furtherance of the purpose of the Order and that Act.

- 10. <u>Legal Remedies for Contract Violation</u>: If the Subgrantee materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following action, as appropriate in the circumstances:
 - 1) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee,
 - 2) Disallow all or part of the cost of the activity or action not in compliance,
 - 3) Wholly or partly suspend or terminate the current Agreement, or
 - 4) Take other remedies that may be legally available.

Attachment D

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL LABOR STANDARDS PROVISIONS

Applicability:

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1.(i) Minimum Wages: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act - 29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers and mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a)(1)(iv); also, regular contributions made or costs incurred for more that a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employers payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5 (a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be seen easily by the workers.

- (ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - The work to be performed by the classification requested is not performed by a classification in the wage determination; and

Page 20 of 26

- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140).
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD and its designee, to the Administrator for f\determination. The administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contract shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon written request of the contractor, that the applicable standards of the Davis-Bacon Act has been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140)
- 2. Withholding: HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is help by the same prime contractor so much of the accrued payments or advances as may be considered necessary to help pay laborers

and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

- 3.(i) Payrolls and Basic Records: Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (1)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic includes the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017)
- (ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5 (a)(3)(I). This information may be submitted in any desired form. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be

Page 22 of 26

maintained under 29 CFR Part 5.5 (a)(3)(I) and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3.(ii)(b) of this section.
- (d) The falsification of any of the above classifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make records required under paragraph A.3.(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontracts fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be ground for debarment action pursuant to 29 CFR Part 5.12.
- 4.(i) Apprentices and Trainees Apprentices: Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed on his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractors as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the

applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provision of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees: Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to an individually registered program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeyman on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefit listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprenticeships. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal Employment Opportunity: The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- 5. <u>Compliance with Copeland Act Requirements</u>: The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
- 6. Subcontractors: The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) ad such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5
- 7. <u>Contract Termination; Debarment</u>: A breach of the contract clauses in 29 CFR 5.5 may be ground for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
 - 8. Compliance with Davis-Bacon and Related Act Requirements: All rulings and

interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporate by reference in this contract.

- 9. <u>Disputes Concerning Labor Standards</u>: Disputes arising out of labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor as set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employee or their representatives.
- 10. (i) <u>Certification of Eligibility</u>: By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act ir 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participation in HUD programs pursuant to 24 CFR Part 24.
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the David-Bacon Act or 29 CFR 5.12 (a)(1) or to be awarded HUD contracts or to be awarded HUD contracts or participation in HUD programs pursuant to 24 CFR Part 24.
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of...influencing in any way the action of such administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. <u>Complaints, Proceedings, or Testimony by Employees</u>: No laborers or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor because such employees has filed any complaint or instituted or caused to be instituted ant proceedings or has testified or is about to testify in any proceedings under or relating to the labor standard applicable under this Contractor to his employer.
- B. <u>Contract Work Hours and Safety Standards Act</u>: As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
- (2) <u>Violation; Liability for Unpaid Wages; Liquidated Damages</u>: In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor or subcontractor

Page 25 of 26

responsible therefore shall be liable for the unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

- (3) Withholding for Unpaid Wages and Liquidated Damages: HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (1) of this paragraph.
- (4) <u>Subcontractors</u>: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraph (1) through (4) of this paragraph.

C. Health and Safety:

- (1) No laborer or mechanic shall be required to work in surroundings or under working condition which are unsanitary, hazardous, or dangerous to his/her health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

6.a.4.

5) 101-101

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing the appropriate City officials to enter into the 2001-2002 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) Agreement with the Blue Ridge Housing Development Corporation, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager and City Clerk are hereby authorized to execute and attest, respectively, on behalf of the City, the 2001-2002 CDBG and HOME Agreement with the Blue Ridge Housing Development Corporation, approved as to form by the City Attorney, within the limits of funds and for the purposes as are more particularly set forth in the City Manager's letter dated November 5, 2001.

ATTEST:

City Clerk.

0 - cdbg Home Invest Program 110501

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Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

SUBJECT: Acceptance of Lick Run Greenway Property

Dear Mayor Smith and Members of City Council:

In 1999, the Roanoke Valley Greenway Commission completed the first segment of the Lick Run Greenway bicycle/pedestrian lane from the I-581 interchange to Valley View. The next phase which runs from the I-581 interchange to Court Street has recently been completed. The final phase will extend the Greenway from Court Street to Hotel Roanoke. The Greenway is a part of the citywide greenway system which was identified in the City's comprehensive plan, Roanoke Vision 2005, as a potential greenway corridor and is supported by the citizens of Roanoke. Each portion is being constructed as funds become available.

The Greenway property is identified by Tax Map #2240103 and contains 14.461 acres. See Attachment #1. It is also described as New Lot 1 on the Plat of Survey for Shenandoah Limited Partnership Property of Roanoke Foundation for Downtown, Inc., which has been recorded in Map Book 1, at Pages 2035 & 2036. The Western Virginia Land Trust, on behalf of the Roanoke Valley Greenway Commission, is ready to donate the property to the City.

Honorable Mayor and Members of Council November 5, 2001 Page 2

Recommended Action(s):

Authorize the City Manager to execute the appropriate documents to accept the donation of the property, in a form acceptable to the City Attorney.

Respectfully submitted,

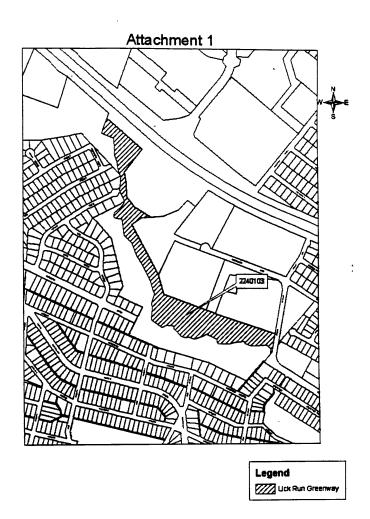
Darlene L. Burcham City Manager

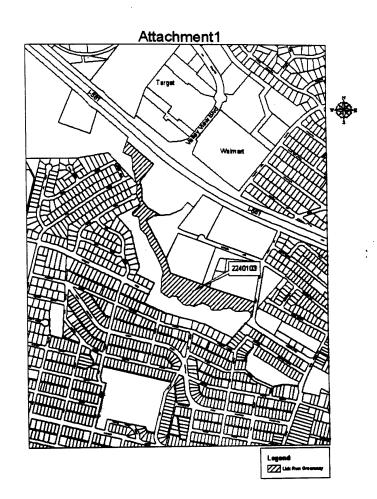
DLB/sef

Attachment

c: William M. Hackworth, City Attorney Mary F. Parker, City Clerk James D. Grisso, Director of Finance Sarah E. Fitton, Engineering Coordinator

CM01-00248





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6.a.5.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE authorizing the City Manager to execute and attest the appropriate documents for the acquisition of all property rights necessary for the construction of the second phase of the Lick Run Greenway, upon certain terms and conditions; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

- 1. The City Manager is hereby authorized to execute and attest the appropriate documents to accomplish the acquisition of property bearing Official Tax Map No. 2240103 containing 14.461 acres from the Western Virginia Land Trust for the construction of the second phase of the Lick Run Greenway, as more particularly set forth in the City Manager's letter to this Council dated November 5, 2001. All requisite documents shall be upon form approved by the City Attorney.
- The City's acceptance of the property bearing Official Tax Map No. 2240103, from
 the Western Virginia Land Trust, is subject to the City's being able to obtain clear title to the
 property.
- 3. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST

City Clerk.

H:\MEASURES\O-GREENWAYPROPERTY

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Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Acquisition of Properties Acquired from HUD

Background:

The "Good Neighbor" program of the U.S. Department of Housing and Urban Development (HUD) involves houses which have been offered for sale unsuccessfully for six months. Such a property is offered to the local government for one dollar, on condition the property be used to further neighborhood improvement. HUD has offered two properties to the City, namely 1224 Rorer Avenue SW and 719 Dale Avenue SE, and is anxious to close on the sale.

The Rorer Avenue building is a large duplex, vacant for several years and requiring major rehabilitation, estimated to cost \$100,000-120,000. The Dale Avenue property is a single-family building needing moderate renovation (estimated \$30,000). Plans call for both properties to be transferred to Blue Ridge Housing Development Corporation (BRHDC) after the City acquires them, and for BRHDC to renovate them for reuse. Both apartments in the Rorer Avenue property will be offered to police officers at dramatically reduced rents, as a recruiting inducement for new recruits and to benefit an older neighborhood through the presence of positive role models. The Dale Avenue house will be repaired and marketed for sale initially to police officers and school teachers before the general public.

Authority is needed to acquire the two properties from HUD. At a later date, after the required review process and public hearing, Council will be asked to consider a modification to the Consolidated Plan to provide loan financing to BRHDC for the renovation of 1224 Rorer Avenue SW and to convey both properties to BRHDC.

Room 364 Municipal South 215 Church Avenue, S.W. Roanoke, Virginia 24011-1591 (540) 853-2333 FAX (540) 853-1138 CityWeb:www.ci.roanoke.va.us

The Honorable Mayor and Members of Council November 5, 2001 Page 2

Considerations:

High acquisition cost of older buildings can be a significant deterrent to their renovation. This offer from HUD provides an opportunity to put two existing buildings to productive reuse. In addition, placement of police officers in core neighborhoods will provide benefits to both the neighborhoods and the officers.

Recommended Action:

Authorize the City Manager to buy from HUD on behalf of the City the properties located at 1224 Rorer Avenue SW and 719 Dale Avenue SE, for a sum of one dollar each plus additional costs associated with the purchase, estimated to be approximately \$300 each, as approved by the City Attorney.

Respectfully submitted,

Darlene L. Burcham City Manager

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Rolanda Johnson, Assistant City Manager for Community Development

#CM01-00256

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6.a.6.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE, authorizing the City Manager to execute and attest the appropriate documents for the acquisition of certain properties from the U.S. Department of Housing and Urban Development for community development and neighborhood revitalization; upon certain terms and conditions; and dispensing with the second reading of this ordinance by title.

BE IT ORDAINED by the Council of the City of Roanoke as follows:

- 1. The City Manager is authorized to acquire property from the United States Department of Housing and Urban Development (HUD) bearing Offical Tax Map Nos.1212803 and 4012906, subject to applicable statutory guidelines, for the consideration of \$1.00 each and associated costs estimated to be approximately \$300.00 each, as more particularly set forth in the City Manager's letter to City Council dated November 5, 2001. All requisite documents shall be upon form approved by the City Attorney.
- 2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

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Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable W. Alvin Hudson, Council Member Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject:

Regional Community Criminal Justice Board

Background:

The General Assembly amended state law, effective October 1, 2001, regarding the Regional Community Criminal Justice Board. The maximum size of the Board has been reduced from 25 to 20 members, and the pertinent statutes have been recodified from §53.1-180, et seq. to §9.1-173, et. seq. This multi-jurisdictional Board manages local pretrial services or community-based probation programs. No local funding is required as a condition of Roanoke's participation. The City of Salem serves as the program's fiscal agent.

Each participating locality is to reconstitute the Board and, generally, reappoint the current members of the Board. The current Board is changed only in that two previously appointed members from other jurisdictions will no longer serve, and seven persons have been added to the Board from other jurisdictions.

Recommended Action:

City Council adopt the attached resolution to implement the statutory changes and reconstitute the Board with the appointments listed in the resolution.

Respectfully submitted,

Darlene L. Burcham City Manager

C:

Mary F. Parker, City Clerk William M. Hackworth, City Attorney James D. Grisso, Director of Finance George McMillan, Sheriff A. L. Gaskins, Chief of Police

#CM01-00253

Room 364 Municipal South 215 Church Avenue, S.W. Roanoke, Virginia 24011-1591 (540) 853-2333 FAX (540) 853-1138 CityWeb:www.ci.roanoke.va.us

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6.a.7.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION of the Council of the City of Roanoke, establishing, by joint action of the Boards of Supervisors of the Counties of Alleghany, Bath, Botetourt, Craig, Roanoke and Rockbridge, and the City Councils of the Cities of Buena Vista, Covington, Lexington, Roanoke and Salem, the membership of the Court-Community Corrections Regional Community Criminal Justice Board to serve the region composed of those Counties and Cities.

WHEREAS, Boards of Supervisors of the Counties of Alleghany, Bath, Botetourt, Craig, Roanoke and Rockbridge, and the City Councils of the Cities of Buena Vista, Covington, Lexington, Roanoke and Salem have established and operate the Court-Community Corrections Program, a local pretrial services and community-based probation program, pursuant to the provisions of Article 2, of Chapter 1 of Title 9.1 and Article 5 of Chapter 9 of Title 19.2 of the Code of Virginia (1950), as amended; and

WHEREAS, the Virginia Comprehensive Community-Corrections Act for Local-Responsible Offenders (Virginia Code §9.1-173 et seq.) and the Virginia Pretrial Services Act (Virginia Code §19.2-152.2 et seq.) require the establishment and appointment of a Community Criminal Justice Board for the Court-Community Corrections Program; and

WHEREAS, a Regional Community Criminal Justice Board for the participating jurisdictions previously has been established in accordance with law, and this Council now, and in conjunction with the governing bodies of the other jurisdictions that participate in this multi-jurisdictional program, deems it appropriate to reconstitute the Regional Community Criminal Justice Board for the Court-

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Community Corrections Program, pursuant to the authority granted to local governing bodies under Virginia Code §15.2-1411 and in consideration of the changes in the Code of Virginia since the Regional Community Criminal Justice Board's establishment;

NOW, THEREFORE, BE IT RESOLVED, pursuant to the authority granted to this Council by Virginia Code §§15.2-1411, 19.2-152.5, 9.1-178 and the Charter of the City of Roanoke as follows:

- That a Regional Community Criminal Justice Board for the Court-Community
 Corrections Program is established.
- 2. That the Counties of Alleghany, Bath, Botetourt, Craig, Roanoke and Rockbridge, and the Cities of Buena Vista, Covington, Lexington, Roanoke and Salem are the jurisdictions which participate in the Court-Community Corrections Program. Each of these jurisdictions shall be represented on the Regional Community Criminal Justice Board. The Regional Community Criminal Justice Board shall consist of up to 20 persons, a number established by §9.1-178 of the Code of Virginia (1950), as amended, this resolution and by similar resolutions of the governing bodies of each of the other participating jurisdictions. The composition of the Regional Community Justice Board shall at all times comply with all applicable statutes and regulations. Each participating city or county shall have an equal number of appointments.
- That, in conjunction with resolutions of appointment adopted or to be adopted by the governing bodies of all participating jurisdictions, this Council appoints the following persons to the Regional Criminal Justice Board for the terms of years set forth below. Each appointment shall be effective as of July 1, 2001. Subsequent appointments shall be filled according to the bylaws of the Regional Community Criminal Justice Board and in joint concurrence with the participating

:\Clork\community oriminal justice board

governing bodies.

Because §9.1-178 provides that the Board's membership shall include persons who hold certain positions, this resolution sets out, beside the name of each person, a descriptive title for that person's position or occupation.

Name and Title	Term
The Honorable Julian H. Raney, Jr., Judge General District Court Twenty-third Judicial District	l Year
The Honorable John B. Ferguson, Judge Juvenile & Domestic Relations Court Twenty-third Judicial District	l Year
Sheriff Ronald N. Sprinkle Botetourt County Sheriff's Office	1 Year
Dr. David Smith, Superintendent Bath County Public Schools	1 Year
Gail Burrus, Director, Counseling Services Blue Ridge Behavioral Health Care Roanoke, Virginia	2 Years
The Honorable Clifford R. Weckstein, Judge Circuit Court Twenty-third Judicial Circuit	2 Years
James C. Alderson, Commonwealth Attorney Alleghany County/City of Covington	2 Years
The Honorable Ray Burton Fitzgerald, Chief Magistrate Twenty-fifth Judicial District	2 Years
Sheriff Gerald S. Holt Roanoke County Sheriff's Office	2 Years
Sheriff George A. McMillan Roanoke City Sheriff's Office	3 Years

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Sheriff Roger L. Surber City of Salem Sheriff's Office	3 Years
William H. Cleaveland, Esquire Roanoke, Virginia	3 Years
Chief A. L. Gaskins. Roanoke City Police	3 Years
John Higgins, Superintendent Rockbridge Regional Jail	3 Years
Tammy D. Stephenson, County Administrator Alleghany County	3 Years
Ned McElwaine, Deputy County Administrator Botetourt County	3 Years
John Chambliss, Deputy County Administrator Roanoke County	3 Years
Nancy C. Stagner, Board of Supervisors County of Rockbridge	3 Years
Deputy Mitchell A. Deskins Craig County Sheriff's Office	3 Years
Assistant Chief of Police A. J. Panebianco Buena Vista Police Department	3 Years

4. That this Council, in conjunction with the governing bodies of the other jurisdictions which have established the Court-Community Corrections Program, hereby reappoints the City of Salem as the fiscal agent for the program.

ATTEST:

City Clerk.

E/Clerk/community oriminal justice board

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5.a.8.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Śmith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Panhandling ordinance

Background:

In the past few months, there have been several community meetings which addressed the issue of on-going panhandling in all areas of the City. Present at these meetings were representatives from Downtown Roanoke, Inc, several community-social service agencies, and law enforcement personnel. Panhandling (soliciting) is presently addressed in City Code 21-44: Solicitations and sales; prohibited acts. Panhandling is considered a Class 3 misdemeanor, which means the panhandler receives no jail time, and only has to pay a "fine". It was apparent to members of these meetings that the City needs to implement more enforcement possibilities for panhandling and that the degree of punishment for panhandling be more severe; thus, deterring those involved in criminal panhandling. The members of these meetings proposed that the City Code addressing "panhandling" be expanded as to what conduct is prohibited. The ordinance, for example, prohibits panhandling and the solicitation of goods and services in an aggressive manner, prohibits panhandling and soliciting sales of goods and services within 15 feet of an bank entrance or exit, and prohibits solicitation from anyone that is in a motor vehicle in traffic on a public street. The ordinance further clarifies that solicitation will not be permitted in any street, on any median, or while in or on ramps or exit ramps. With the proposed revision to the present City Code, panhandling can be considered a Class 2 misdemeanor which may be punishable by jail time versus a "fine".

The Honorable Mayor and Members of Council November 5, 2001 Page 2

Recommended Action:

Recommended action is to repeal City Code 21-44: Solicitations and sales; prohibited acts and replace it with proposed City Code 21-44.1: Aggressive Solicitation and Sales; Definitions; Prohibited Acts and Penalties which expands City Code 21-44 to be more specific as to what conduct is prohibited. Additionally, a violation of the new ordinance would be a Class 2 misdemeanor.

Respectfully submitted,

Darlene L. Burcham City Manager

c: Mary F. Parker, City Clerk William M. Hackworth, City Attorney James D. Grisso, Director of Finance A. L. Gaskins, Chief of Police

#CM01-00257

Sec. 21-44. Solicitations and sales; prohibited acts.

- (a) No person shall, in soliciting any contribution or donation of money or any thing of value, or in seeking to sell any item, engage in any of the following conduct:
- (1) Touch the person to whom such efforts are directed with the intent to interfere with such person's free passage without the person's permission; or
- (2) Obstruct or impede the flow of pedestrian traffic, including intentionally stepping in the path of any person so as to impede his progress, in or on any public sidewalk, building, park or other public place; or
- (3) Obstruct or impede free ingress to or egress from pedestrian or vehicular entrances to public or private property abutting any public sidewalk or street; or
- (4) Stand on or go into any street or highway for the purpose of soliciting any contribution or donation from, selling any item to, or conducting any business with any occupant of any motor vehicle; or
- (5) Harass another person for the purpose of inducing that person to give money or other thing of value.
- (b) For the purposes of this section, an individual (solicitor) harasses another (solicitee) when the solicitor closely follows the solicitee and requests money or other thing of value after the solicitee has communicated to the solicitor that the solicitee does not want or intend to give money or other thing of value to the solicitor.
- (c) Any person violating the provisions of this section shall be guilty of a Class 3 misdemeanor.

(Ord. No. 24975, § 1, 1-28-80; Ord. No. 31362, § 1, 3-1-93)

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6.a.8.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE amending Article I, <u>In General</u>, of Chapter 21, <u>Offenses - Miscellaneous</u>, of the Code of the City of Roanoke, (1979), as amended, by REPEALING §21-44, <u>Solicitations and sales</u>; <u>prohibited acts</u>; by adding new §21-44.1, entitled <u>Aggressive Solicitation and Sales</u>; <u>Definitions</u>; <u>Prohibited Acts and Penalties</u>; and providing for an emergency.

BE IT ORDAINED by the Council of the City of Roanoke that:

- Section 21-44, Solicitations and sales; prohibited acts, of Article I, In General, of Chapter 21, Offenses - Miscellaneous, of the Code of the City of Roanoke, (1979), as amended, is hereby REPEALED.
- Article I, In General, of Chapter 21, Offenses Miscellaneous, of the Code of the City of Roanoke, (1979), as amended, is hereby amended and reordained by the addition of Section 21-44.1, Aggressive Solicitation and Sales; Definitions: Prohibited Acts and Penalties, to read and provide as follows:

Sec. 21-44.1 Aggressive Solicitation and Sales; Definitions; Prohibited Acts and Penalties

- (a) The following words and phrases, as used herein, shall have the following meanings, unless a different meaning is plainly required by the context.
 - (1) Solicit means to request an immediate donation of money or other thing of value from another person, regardless of the solicitor's purpose or intended use of the money or other thing of value. The solicitation may be, without limitation, by the spoken, written, or printed word, or by other means of communication.
 - (2) Aggressive manner means and includes:
 - Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation without the person's consent;

- b. Following the person being solicited, if that conduct is: (i) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
- c. Continuing to solicit the person being solicited after the person has made a negative response, if continuing the solicitation is: (i) intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation:
- d. Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
- e. Intentionally or recklessly using obscene or abusive language or gestures: (i) intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) words intended to or reasonably likely to intimidate the person into responding affirmatively to the solicitation; or
- f. Approaching the person being solicited in a manner that: (i) is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or (ii) is intended to or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation.
- (3) Bank means any banking corporation authorized by statute to accept deposits and hold itself out to the public as engaged in the banking business in the Commonwealth of Virginia.
- (4) Public area means an area to which the public or a substantial group of persons has access, and includes, but is not limited to, alleys, bridges, buildings, driveways, parking lots, parks, playgrounds, plazas, sidewalks, and streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.
- (b) The following will be construed as prohibited acts and it shall be unlawful for any person to solicit money or other things of value, or to solicit the sale of goods or services:

- (1) In an aggressive manner in a public area;
- (2) In any public transportation vehicle, or bus station or stop, provided, however, that this paragraph shall not apply to services rendered in connection with such transportation services;
- (3) Within fifteen (15) feet of any entrance or exit of any bank during the hours of operation of such bank;
- (4) On private property if the owner, tenant, or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property; or
- (5) From any operator or passenger of a motor vehicle that is in traffic on a public street, whether in exchange for cleaning the vehicle's windows, or for blocking, occupying, or reserving a public parking space, or directing the occupant to a public parking space; provided, however, that this paragraph shall not apply to services rendered in connection with emergency repairs requested by the operator or passengers of such vehicle.
- (6) While standing on or going into any street or highway, including medians, on ramps and exit ramps.
- (c) Penalties. Any person violating the provisions of this section shall be guilty of a Class 2 misdemeanor.
- In order to provide for the usual daily operation of the municipal government, an
 emergency is deemed to exist and this ordinance shall be in full force and effect upon its passage.

ATTEST:

City Clerk.

b.a.9.



Office of the City Manager

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council member Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

Subject: Request for Two Changes in Fee Compendium

Background:

There are two fees set forth in the City's Fee Compendium which need revision: a change in the fee for the boarding of animals on their first day of impoundment at the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc. (SPCA), and a change in the fee for the background investigation of an applicant for "Conservator of the Peace."

Per the City's Fee Compendium, the SPCA should charge \$4.00 for the first day of boarding fees for impounded domestic animals, and every day thereafter, the fee is set at \$8.75 per day. However, the SPCA has been charging \$8.75 for every day of impoundment, and believes this daily fee is necessary for expenses incurred in boarding a domestic animal. It is apparent that the Fee Compendium did not set forth a "first day" boarding fee that is consistent with actual SPCA expenditures.

A conservator of the peace provides security of property and tranquility. To become a conservator of the peace, an individual must apply through the Circuit Court, which then orders the local law enforcement agency to investigate the background and character of the applicant. A circuit court judge of any county or city, in his/her discretion, may appoint one or more special conservators of the peace who shall serve as such for such length of time as the court may designate, but not exceeding four (4) years under any one appointment.

Prior to granting an application for appointment, the circuit court shall order the local lawenforcement agency to conduct a background investigation, in accordance with Code of Virginia section 15.2.1705 (ii), of the prospective appointee and file a report of such The Honorable Mayor and Members of Council November 5, 2001 Page 2

investigation with the court unless the prospective appointee is a police officer as defined in Code of Virginia section 9.1-101. The Code of Virginia section 19.2-13 states that "the local law-enforcement agency may charge the prospective appointee a reasonable fee not to exceed the lesser of the actual cost to the local law-enforcement agency or \$300 for the time and costs expended in preparing the investigative report." (Attachment A.) However, the City of Roanoke's currently adopted fee for the background investigation conducted on applicants for "Conservator of the Peace" (Attachment B) is \$250 for these services.

Recommended Action:

Set the City of Roanoke's fee for the daily boarding an impounded domestic animal at \$8.75 per day.

Set the City of Roanoke's fee for the background investigation of an applicant for "Conservator of the Peace" at the lesser of the actual cost or \$300 as permitted by the Code of Virginia section 19.2-13.

Respectfully submitted,

Darlene L. Burcham City Manager

Attachments

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
A. L. Gaskins, Chief of Police

#CM01-00253

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CONSERVATOR OF THE PEACE

ASSESSING DEPARTMENT: Police

COLLECTION DEPARTMENT:

Police

Virginia law permits Circuit Courts **DESCRIPTION:** to accept applications and order local police departments to investigate the background and character of applicants for Conservator of the Peace appointments. A Conservator of the Peace provides security of property and tranquility. This category of individuals or firm includes private security guards. To become a Conservator of the Peace, an individual must apply through the Circuit Court, which then orders the local law enforcement agency to investigate the background and character of the applicant.

SERVICE CHARGE: issuance and first two years Initial \$250.00 **Biennial**

renewal thereafter 25.00

LEGAL AUTHORIZATION: Resolution No. 31091, July 13, 1992

§ 19.2-13. Special conservators of the peace; authority; jurisdiction; bond; liability of employers.

A. Upon the application of any corporation authorized to do business in the Commonwealth or the owner, proprietor or authorized custodian of any place within the Commonwealth and the showing of a necessity for the security of property or the peace, a circuit court judge of any county or city, in his discretion, may appoint one or more special conservators of the peace who shall serve as such for such length of time as the court may designate, but not exceeding four years under any one appointment. The order of appointment may provide that a special conservator of the peace shall have all the powers, functions, duties, responsibilities and authority of any other conservator of the peace within such geographical limitations as the court may deem appropriate, whenever such special conservator of the peace is engaged in the performance of his duties as such. The order may also provide that the special conservator of the peace is a "law-enforcement officer" for the purposes of §§ 37.1-67.01 and 37.1-67.1. Prior to granting an application for appointment, the circuit court shall order the local law-enforcement agency to conduct a background investigation, in accordance with § 15.2-1705 (ii), of the prospective appointee and file a report of such investigation with the court unless the prospective appointee is a police officer as defined in § 9.1-101. The local law-enforcement agency may charge the prospective appointee a reasonable fee not to exceed the lesser of the actual cost to the local law-enforcement agency or \$300 for the time and costs expended in preparing the investigative report.

When the application is made by a corporation, the circuit court shall specify in the order of appointment the geographic jurisdiction of the special conservator of the peace, and this jurisdiction may include any or all counties and cities of the Commonwealth wherein the corporation does business. The clerk of the appointing circuit court shall certify a copy of the order of appointment to the circuit court of every jurisdiction specified in said order, and each special conservator of the peace so appointed on application of a corporation shall present his credentials to the chief of police or sheriff of all such jurisdictions.

Every person initially appointed on or after July 1, 1996, as a special conservator of the peace pursuant to the provisions of this section, before entering upon the duties of such office, shall be required by the court to enter into a bond with approved security before the clerk of the circuit court of the county or city wherein such duties are to be performed, in the penalty of such sum as may be fixed by the court, conditioned upon the faithful performance of such duties. Such bond shall be conditioned upon the faithful performance of such duties in any locality in which he is authorized to act pursuant to the order of the court. No such bond shall be required, however, if such person so appointed has met the minimum entry-level law-enforcement training requirements established by the Department of Criminal Justice Services under § 9.1-102 within three years of the date of initial appointment or has been employed as a law-enforcement officer as defined by § 9.1-101 within the preceding three years.

If any such special conservator of the peace is the employee, agent or servant of another, his appointment as special conservator of the peace shall not relieve his employer, principal or master, from civil liability to another arising out of any wrongful action or conduct committed by such special conservator of the peace while within the scope of his employment.

B. The court may limit or prohibit the carrying of weapons by any special conservator of the peace initially appointed on or after July 1, 1996, while the appointee is within the scope of his employment as such. If the order of appointment does not prohibit the carrying of weapons, the court may require that the appointee meet the minimum entry training requirements established by the Department of Criminal Justice Service under § 9-170 for law-enforcement officers within twelve months of his appointment.

(Code 1950, § 19.1-28; 1960, c. 366; 1974, cc. 44, 45; 1975, c. 495; 1976, c. 220; 1982, c. 523; 1989, c. 455; 1996, cc. 850, 956; 2001, c. 249.)

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6.a.9.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION amending the City's Fee Compendium to reflect the correct service charge made to animal owners for daily boarding fees for an impounded animal of \$8.75 to include the initial day and all days thereafter.

BE IT RESOLVED by the Council of the City of Roanoke that:

- 1. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the fee charged to animal owners for the daily boarding fee for an impounded animal of \$8.75 to include the initial day and all days thereafter.
- The fees established by this Resolution shall remain in effect until amended by this Council.
 - 3. This Resolution shall be in full force and effect immediately.

ATTEST:

City Clerk.

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6.a.9.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION amending the City's Fee Compendium to comply with the Code of Virginia for fees charged by the Police Department for the preparation of investigative reports regarding applicants for Conservator of the Peace appointments.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The following fees shall be charged by the Police Department to prospective appointees for the preparation of investigative reports regarding Conservator of the Peace appointments, in compliance with Section 19.2-13.A of the Code of Virginia (1950), as amended:

Service Charge

Lesser of actual cost or \$300.00

- 2. The Fee Compendium of the City, maintained by the Director of Finance and authorized and approved by the City Council by Resolution No. 32412-032795, adopted March 27, 1995, effective as of that date, shall be amended to reflect the new fees charged by the Police Department for preparation of investigative reports regarding the Conservator of the Peace appointments.
- The fees established by this Resolution shall remain in effect until amended by this
 Council.
 - 4. This Resolution shall be in full force and effect immediately.

ATTEST:

City Clerk.

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5.a.10.

CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142

JAMES D. GRISSO Director of Finance

JESSE A. HALL Deputy Director

November 5, 2001

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

Subject: Authorization to Sell \$56,245,000 General Obligation Bonds

Dear Mayor Smith and Council Members:

City Council approved the issuance of General Obligation Bonds totaling \$56,245,000 pursuant to the Public Finance Act of 1991 of the Code of Virginia. Resolutions were adopted as follows:

Resolution			
<u>Number</u>	Date	Purpose	Amount
37837	05/15/00	Roanoke River Flood Reduction	\$ 7,500,000
35034	08/21/00	Shenandoah Garage	2,500,000
35293	04/16/01	Riverside Centre for Research and Technology	12,000,000
35373	06/04/01	Roanoke Civic Center Renovations	3,000,000
3548 9	07/16/01	Crystal Spring Filtration Plant	5,445,000
35489	07/16/01	Curb, Gutter, Sidewalk Improvements	5,000,000
35489	07/16/01	Roanoke Academy for Math and Science	4,600,000
35489	07/16/01	Stadium/Amphitheater	16,200,000
Total			\$56,245,000

The City's bond attorney, Hawkins, Delafield & Wood, have issued an opinion that bonds to be issued for the Civic Center improvements (\$3 million) and the Riverside Center for Research and Technology (\$12 million) meet the Internal Revenue Code's private activity tests and must be issued as taxable bonds. The private activity bond tests serve to identify arrangements that have the potential to transfer the benefits of tax exempt financing to private enterprise. Based on current market conditions, we anticipate the taxable bonds will be less than two percentage points more than the tax exempt bonds. The taxable bonds and tax exempt bonds will be designated as separate series with the next issuance in January, 2002.

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Honorable Mayor and Members of City Council November 5, 2001

Page 2

We plan to request public bids on a total bond issue of \$56,245,000 during the second week of January, 2002. Due to the varying interest rates bid throughout the life of the bond issue, the bond maturity schedule and interest rates must be provided to the City's financial advisors, Branch Banking and Trust Capital Markets (BB&T), to compute the overall net interest cost. We propose using the same procedure used in previous bond issuances whereby bids will be delivered to BB&T's Richmond office via the Internet, with oversight of certain City representatives, BB&T will calculate the overall interest rate on the bids for purchase of the bonds. BB&T and City representatives will review the bids to determine the responsive bid having the lowest net interest cost. City representatives will accept the lowest bid with an immediate communication to City Council summarizing the bids and acceptance of the bid with the lowest net interest amount.

We recommend that City Council approve the accompanying resolution to authorize the sale of \$56,245,000 of General Obligation bonds. Additionally we recommend that City Council authorize the City Manager and Director of Finance to award the winning bid and to affix the interest rates to be borne by the bonds. We would be pleased to answer questions Council may have.

CDarlene L. Burcham

City Manager

James D. Grisso Director of Finance

JDG/DLB:s Attachment

c: William M. Hackworth, City Attorney Drew Harmon, Municipal Auditor Mary F. Parker, City Clerk Jesse A. Hall, Deputy Director of Finance Jug

6.a.10.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION AUTHORIZING THE SALE OF NOT TO EXCEED FIFTY-SIX MILLION TWO HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$56,245,000) PRINCIPAL AMOUNT OF CITY OF ROANOKE, VIRGINIA, GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS; FIXING THE FORM, DENOMINATION AND CERTAIN OTHER DETAILS OF SUCH BONDS AND DELEGATING TO THE CITY MANAGER AND THE DIRECTOR OF FINANCE CERTAIN POWERS WITH RESPECT THERETO; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT AND THE DISTRIBUTION THEREOF; AND AUTHORIZING SUCH CITY TO EXECUTE AND DELIVER A CONTINUING DISCLOSURE CERTIFICATE OF SUCH CITY RELATING TO SUCH BONDS

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA:

- SECTION 1. (a) Pursuant to Chapter 26 of Title 15.2 of the Code of Virginia, 1950, being the Public Finance Act of 1991 (the "Public Finance Act of 1991"), and Resolution No. 34837-051500 adopted by this Council on May 15, 2000, this Council has authorized the issuance of general obligation public improvement bonds of the City in the principal amount of \$7,500,000 for the purpose specified in Resolution No. 34837-051500.
- (b) Pursuant to the Public Finance Act of 1991 and Resolution No. 35034-082100 adopted by this Council on August 21, 2000, this Council has authorized the issuance of general obligation public improvement bonds of the City in the principal amount of \$2,500,000 for the purpose specified in Resolution No. 35034-082100.
- (c) Pursuant to the Public Finance Act of 1991 and Resolution No. 35293-041601 adopted by this Council on April 16, 2001, this Council has authorized the issuance of general obligation public improvement bonds of the City in the principal amount of \$12,000,000 for the purpose specified in Resolution No. 35293-041601.
- (d) Pursuant to the Public Finance Act of 1991 and Resolution No. 35373-060401 adopted by this Council on June 4, 2001, this Council has authorized the issuance of general obligation public improvement bonds of the City in the principal amount of \$3,000,000 for the purpose specified in Resolution No. 35373-060401.
- (e) Pursuant to the Public Finance Act of 1991 and Resolution No. 35489-080601 adopted by this Council on August 6, 2001, this Council has authorized the issuance of

general obligation public improvement bonds of the City in the principal amount of \$31,245,000 for the purposes specified in Resolution No. 35489-080601.

- (f) This Council deems it advisable and in the best interest of the City to provide at this time for the issuance, sale and delivery of an issue of general obligation public improvement bonds in the aggregate principal amount of not to exceed \$56,245,000 authorized for issuance pursuant to the resolutions referred to in subsections (a) through (e) hereof, to be known and designated as "City of Roanoke, Virginia, General Obligation Public Improvement Bonds" (hereinafter referred to as the Bonds").
- SECTION 2. (a) This Council hereby authorizes the sale of the Bonds, in an aggregate principal amount of not to exceed \$56,245,000, in accordance with the provisions of this resolution.
- (b) The Bonds may be issued in series and the Bonds of each series shall be dated such date, in each case as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. The Bonds of each series shall be numbered from No. R-1 upwards in order of issuance or as shall otherwise be provided by the Director of Finance; shall be issued in fully registered form in the denomination of \$5,000 each or any integral multiple thereof; and shall bear interest from their date payable on such date and semiannually thereafter as shall be determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. The Bonds of each series shall be issued in such aggregate principal amounts (not exceeding in the aggregate the principal amount specified in Section 2(a) hereof); and shall mature on such dates and in such years (but in no event exceeding forty (40) years from their date or dates), and in the principal amount in each such year, determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof. Interest on the Bonds shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.
- (c) In the event the Bonds of any series shall be dated as of a date other than the first day of a calendar month or the dates on which interest is payable on such series are other than the first days of calendar months, the provisions of Section 4 with regard to the authentication of such Bonds and of Section 9 with regard to the forms of such Bonds shall be modified as the Director of Finance shall determine to be necessary or appropriate.
- (d) The Bonds of each series (or portions thereof in installments of \$5,000) shall be subject to redemption at the option of the City prior to their stated maturities, in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity of any series are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity of such series to be redeemed shall be selected by lot), upon payment of such redemption prices (expressed as a percentage of the principal amount of the Bonds of such series to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof, as shall be

determined by the City Manager and the Director of Finance in accordance with the provisions of Section 8 hereof.

If any Bond of any series (or any portion of the principal amount thereof (e) in installments of \$5,000) shall be called for redemption, notice of the redemption thereof, specifying the date, number and maturity of such Bond, the date and place or places fixed for its redemption, the premium, if any, payable upon such redemption, and if less than the entire principal amount of such Bond is to be redeemed, that such Bond must be surrendered in exchange for the principal amount thereof to be redeemed and a new Bond or Bonds issued equalling in principal amount that portion of the principal amount thereof not to be redeemed, shall be mailed not less than thirty (30) days prior to the date fixed for redemption, by first class mail, postage prepaid, to the registered owner thereof at his address as it appears on the books of registry kept by the Registrar as of the close of business on the forty-fifth (45th) day next preceding the date fixed for redemption. If notice of the redemption of any Bond shall have been given as aforesaid, and payment of the principal amount of such Bond (or the portion of the principal amount thereof to be redeemed) and of the accrued interest and premium, if any, payable upon such redemption shall have been duly made or provided for, interest thereon shall cease to accrue from and after the date so specified for the redemption thereof. So long as the Bonds are in book-entry only form, any notice of redemption shall be given only to DTC or to its nominee. The City shall not be responsible for providing any beneficial owner of the Bonds any notice of redemption.

SECTION 3. The full faith and credit of the City shall be and is irrevocably pledged to the punctual payment of the principal of and premium, if any, and interest on the Bonds as the same become due. In each year while the Bonds, or any of them, are outstanding and unpaid, this Council is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes in the City are assessed, levied and collected, a tax upon all taxable property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay when due the principal of and premium, if any, and interest on the Bonds to the extent other funds of the City are not lawfully available and appropriated for such purpose.

- SECTION 4. (a) The Bonds shall be executed, for and on behalf of the City, by the manual or facsimile signatures of the Mayor and the City Treasurer of the City and shall have a facsimile of the corporate seal of the City imprinted thereon, attested by the manual or facsimile signature of the City Clerk of the City.
- (b) The Director of Finance is hereby authorized to appoint a Registrar and Paying Agent for the Bonds.
- (c) The Director of Finance shall direct the Registrar to authenticate the Bonds and no Bond shall be valid or obligatory for any purpose unless and until the certificate of authentication endorsed on each Bond shall have been manually executed by an authorized signator of the Registrar. Upon the authentication of any Bonds the Registrar shall insert in the certificate of authentication the date as of which such Bonds are authenticated as follows: (i) if a Bond is

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authenticated prior to the first interest payment date, the certificate shall be dated as of the date of the initial issuance and delivery of the Bonds of the series of Bonds of which such Bond is one; (ii) if a Bond is authenticated upon an interest payment date, the certificate shall be dated as of such interest payment date; (iii) if a Bond is authenticated after the fifteenth (15th) day of the calendar month next preceding an interest payment date and prior to such interest payment date, the certificate shall be dated as of such interest payment date; and (iv) in all other instances the certificate shall be dated as of the interest payment date next preceding the date upon which the Bond is authenticated.

- (d) The execution and authentication of the Bonds in the manner above set forth is adopted as a due and sufficient authentication of the Bonds.
- SECTION 5. (a) The principal of and premium, if any, on the Bonds shall be payable in such coin or currency of the United States of America as at the respective dates of payment thereof is legal tender for public and private debts at the office of the Registrar. Interest on the Bonds shall be payable by check mailed by the Registrar to the registered owners of such Bonds at their respective addresses as such addresses appear on the books of registry kept pursuant to this Section 5.
- (b) At all times during which any Bond of any series remains outstanding and unpaid, the Registrar for such series shall keep or cause to be kept at its office books of registry for the registration, exchange and transfer of Bonds of such series. Upon presentation at its office for such purpose the Registrar, under such reasonable regulations as it may prescribe, shall register, exchange, transfer, or cause to be registered, exchanged or transferred, on the books of registry the Bonds as hereinbefore set forth.
- (c) The books of registry shall at all times be open for inspection by the City or any duly authorized officer thereof.
- (d) Any Bond may be exchanged at the office of the Registrar for such series of Bonds for a like aggregate principal amount of such Bonds in other authorized principal sums of the same series, interest rate and maturity.
- (e) Any Bond of any series may, in accordance with its terms, be transferred upon the books of registry by the person in whose name it is registered, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer duly executed by the registered owner in person or by his duly authorized attorney, in form satisfactory to the Registrar.
- (f) All transfers or exchanges pursuant to this Section 5 shall be made without expense to the registered owners of such Bonds, except as otherwise herein provided, and except that the Registrar for such series of Bonds shall require the payment by the registered owner of the Bond requesting such transfer or exchange of any tax or other governmental charges required

to be paid with respect to such transfer or exchange. All Bonds surrendered pursuant to this Section 5 shall be cancelled.

- (g) (i) The Bonds shall be issued in full book-entry form. One Bond representing each maturity of each series of the Bonds will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of the Bonds, and each such Bond will be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in bookentry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased.
- (ii) Principal, premium, if any, and interest payments on the Bonds will be made by Registrar to DTC or its nominee, Cede & Co., as registered owner of the Bonds, which will in turn remit such payments to the DTC participants for subsequent disbursal to the beneficial owners of the Bonds. Transfers of principal, premium, if any, and interest payments to DTC participants will be the responsibility of DTC. Transfers of such payments to beneficial owners of the Bonds by DTC participants will be the responsibility of such participants and other nominees of such beneficial owners. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and, in turn, by the DTC participants who act on behalf of the indirect participants of DTC and the beneficial owners of the Bonds.
- (iii) The City will not be responsible or liable for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC, its participants or persons acting through such participants or for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owner of the Bonds.
- SECTION 6. (a) CUSIP identification numbers may be printed on the Bonds, but no such number shall constitute a part of the contract evidenced by the particular Bond upon which it is printed; no liability shall attach to the City or any officer or agent thereof (including any paying agent for the Bonds) by reason of such numbers or any use made thereof (including any use thereof made by the City, any such officer or any such agent) or by reason of any inaccuracy, error or omission with respect thereto or in such use; and any inaccuracy, error or omission with respect to such numbers shall not constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of its bid. All expenses in connection with the assignment and printing of CUSIP numbers on the Bonds shall be paid by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of such numbers shall be the responsibility of the successful bidder or bidders for the Bonds.
- (b) A copy of the final legal opinion with respect to the Bonds, with the name of the attorney or attorneys rendering the same, together with a certification of the City Clerk, executed by a facsimile signature of that officer, to the effect that such copy is a true and complete copy (except for letterhead and date) of the legal opinion which was dated as of the date of delivery of and payment for the Bonds, may be printed on the Bonds.

SECTION 7. (a) The proceeds of sale of the Bonds shall be applied to the purposes specified in the resolutions referred to in subsections (a) through (e) of Section 1 hereof.

- (b) To the extent it is contemplated that the interest on the Bonds of any series shall be excluded from gross income for federal income tax purposes, the City covenants and agrees to comply with the provisions of Sections 103 and 141-150 of the Internal Revenue Code of 1986 and the applicable Treasury Regulations promulgated thereunder throughout the term of such Bonds.
- The Bonds shall be sold at competitive sale on such date or SECTION 8. (a) dates as shall be determined by the City Manager and the Director of Finance. The Director of Finance is hereby authorized to prepare or cause to be prepared a Summary Notice of Sale of the Bonds and to cause such Summary Notice of Sale to be published in The Bond Buyer, a financial journal published in the City of New York, New York, and to prepare or cause to be prepared and distributed a Preliminary Official Statement and a Detailed Notice of Sale relating to the Bonds. In preparing the Detailed Notice of Sale relating to the Bonds, the Director of Finance is hereby authorized to provide that bids for the purchase of the Bonds may be received by electronic bidding. The City Manager and the Director of Finance (i) are hereby authorized to determine the dated date of the Bonds of each series, the dates the Bonds of each series shall mature, the dates on which interest on the Bonds shall be payable, the aggregate principal amount of the Bonds of each series and the principal amount of the Bonds of each series maturing in each year; and (ii) are hereby further authorized to receive bids for the purchase of the Bonds of each series and, without further action of this Council, to accept the bids offering to purchase the Bonds of each series at the lowest true interest cost to the City; provided, however, in no event shall the true interest cost with respect to the Bonds of any series exceed eight percent (8.00%). The City Manager and the Director of Finance are further authorized to fix the rates of interest to be borne by the Bonds of each maturity of each series as specified in the bid accepted by them in accordance with the immediately preceding sentence. The City Manager and the Director of Finance are hereby authorized to determine the provisions relating to the redemption of the Bonds set forth in Section 2 hereof upon the advice of the City's financial advisor; provided, however, in no event shall any redemption premium payable by the City exceed three percent (3.00%).
- (b) The Mayor is hereby authorized and directed to execute and deliver to the purchasers an Official Statement of the City relating to the Bonds, in substantially the form of the Preliminary Official Statement relating to the Bonds, after the same has been completed by the insertion of the maturities, interest rates and other details of the Bonds and by making such other insertions, changes or corrections as the Mayor, based on the advice of the City's financial advisors and legal counsel (including the City Attorney and Bond Counsel), deems necessary or appropriate; and this Council hereby authorizes the Official Statement and the information contained therein to be used by the purchasers in connection with the sale of the Bonds. The Preliminary Official Statement shall be "deemed final" for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 ("Rule 15c2-12"). The City Manager and the Director of Finance are hereby authorized and directed to execute on behalf of the City and deliver to the purchasers a certificate in substantially

the form to be included in the Official Statement under the caption "Certificate Concerning Official Statement".

- (c) The City Manager and the Director of Finance are hereby authorized to execute and deliver to the purchasers of the Bonds a Continuing Disclosure Certificate relating to the Bonds evidencing the City's undertaking to comply with the continuing disclosure requirements of Paragraph (b) of Rule 15c2-12 in such form as shall be approved by the City Manager and the Director of Finance upon advice of counsel (including the City Attorney or Bond Counsel), such approval to be conclusively evidenced by their execution thereof.
- (d) All actions and proceedings heretofore taken by this Council, the City Manager, the Director of Finance and the other officers, employees, agents and attorneys of and for the City in connection with the issuance and sale of the Bonds are hereby ratified and confirmed.

SECTION 9. The Bonds and the certificate of authentication of the registrar and the assignment endorsed on the Bonds of each series, shall be in substantially the following forms, respectively, to-wit:

(FORM OF BOND)

UNITED STATES OF AMERICA COMMONWEALTH OF VIRGINIA CITY OF ROANOKE GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND SERIES

No. R-1	SERIES		\$
MATURITY DATE:	INTEREST RATE:	DATE OF BOND:	CUSIP NO.:
		, 2001	770077
REGISTERED OWNER:			
PRINCIPAL SUM:			DOLLARS

KNOW ALL MEN BY THESE PRESENTS, that the City of Roanoke, in the Commonwealth of Virginia (the "City"), for value received, acknowledges itself indebted and hereby promises to pay to the Registered Owner (named above), or registered assigns, on the Maturity Date (specified above) (unless this Bond shall be subject to prior redemption and shall have been duly called for previous redemption and payment of the redemption price duly made or provided for), the Principal Sum (specified above), and to pay interest on such Principal Sum

onand semiannually on eachandthereafter (each such date is hereinafter referred to as an "interest payment date"), from the date hereof or from the interest payment date next preceding the date of authentication hereof to which interest shall have been paid, unless such date of authentication is an interest payment date, in which case from such interest payment date, or unless such date of authentication is within the period from the sixteenth (16th) day to the last day of the calendar month next preceding the following interest payment date, in which case from such following interest payment date, such interest to be paid until the maturity or redemption hereof at the Interest Rate (specified above) per annum, by check mailed by the Paying Agent hereinafter mentioned to the Registered Owner in whose name this Bond is registered upon the books of registry, as of the close of business on the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding each interest payment date. Interest on this Bond shall be calculated on the basis of a three hundred and sixty (360) day year comprised of twelve (12) thirty (30) day months.
The principal of and premium, if any, on this Bond are payable on presentation and surrender hereof, at the office of, as the Registrar and Paying Agent, in the City of, Principal of and premium, if any, and interest on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for public and private debts.
This Bond is one of a series of Bonds of like date, denomination and tenor except as to number, interest rate and maturity, and is issued for the purpose of providing funds to pay the costs of various public improvement projects of and for the City as more fully described in the resolutions pursuant to which the Bonds are being issued. This Bond is issued under and pursuant to and in full compliance with the Constitution and statutes of the Commonwealth of Virginia, including Chapter 26 of Title 15.2 of the Code of Virginia, 1950 (the same being the Public Finance Act of 1991), and resolutions and other proceedings of the Council of the City duly adopted and taken under the Public Finance Act of 1991.
The Bonds of the series of which this Bond is one (or portions thereof in installments of \$5,000) maturing on and after are subject to redemption at the option of the City prior to their stated maturities, on or after in whole or in part from time to time on any date, in such order as may be determined by the City (except that if at any time less than all of the Bonds of a given maturity are called for redemption, the particular Bonds or portions thereof in installments of \$5,000 of such maturity to be redeemed shall be selected by lot), upon payment of the following redemption prices (expressed as a percentage of the principal amount of the Bonds to be redeemed), together with the interest accrued thereon to the date fixed for the redemption thereof:

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Redemption Dates (Both Dates Inclusive)	Redemption Prices (Percentages of Principal Amount) %
[The Bonds of the series of which this are subject to mandatory sinking fund redemption of thereafter and to payment at maturity on	_ in the principal amounts in each year set icular Bond or Bonds or portions thereof to of the principal amount of the Bonds to be
Year ()	Principal Amount
The City, as its option, may credit against such man the principal amount of any Bonds maturing on cancelled by the City or which have been redeemed a such mandatory sinking fund redemption requirements.	which have been purchased and and not theretofore applied as a credit against
If this Bond is redeemable and this E hereof in installments of \$5,000) shall be called for specifying the date, number and maturity of this Bor redemption, the premium, if any, payable upon su principal amount of this Bond is to be redeemed, that for the principal amount hereof to be redeemed an principal amount that portion of the principal amount not less than thirty (30) days prior to the date fixed prepaid, to the Registered Owner hereof at his address by the Registrar as of the close of business on the fixed for redemption. If notice of the redemption amount hereof to be redeemed) shall have been give amount of this Bond (or the portion of the principal accrued interest and premium, if any, payable upon or provided for, interest hereon shall cease to accrue redemption hereof.	and, the date and place or places fixed for its uch redemption, and if less than the entire at this Bond must be surrendered in exchange d a new Bond or Bonds issued equalling in the thereof not to be redeemed, shall be mailed if for redemption, by first class mail, postage as as it appears on the books of registry kept forty-fifth (45th) day next preceding the date of this Bond (or the portion of the principal en as aforesaid, and payment of the principal al amount hereof to be redeemed) and of the such redemption shall have been duly made

Subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, this Bond may be exchanged at the office of the Registrar for a like aggregate principal amount of Bonds of other authorized principal amounts and of the same series, interest rate and maturity. This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, on the books of registry kept by the Registrar for such purpose at the office of the Registrar but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the proceedings authorizing the Bonds of the series of which this Bond is one, and upon the surrender hereof for cancellation. Upon such transfer a new Bond or Bonds of authorized denominations and of the same aggregate principal amount, series, interest rate and maturity as the Bond surrendered, will be issued to the transferee in exchange herefor.

This Bond shall not be valid or obligatory unless the certificate of authentication hereon shall have been manually signed by the Registrar.

The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and premium, if any, and interest on this Bond as the same become due. In each year while this Bond is outstanding and unpaid, the Council of the City is authorized and required to levy and collect annually, at the same time and in the same manner as other taxes of the City are assessed, levied and collected, a tax upon all property within the City, over and above all other taxes, authorized or limited by law and without limitation as to rate or amount, sufficient to pay the principal of and premium, if any, and interest on this Bond to the extent other funds of the City are not lawfully available and appropriated for such purpose.

It is certified, recited and declared that all acts, conditions and things required to exist, happen or be performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the City does not exceed any limitation of indebtedness prescribed by the Constitution or statutes of the Commonwealth of Virginia or the Charter of the City.

manual or facsimile signatures of its	Mayor and its City Treasurer; a facsimile of the corporate on attested by the manual or facsimile signature of the City dated
÷	CITY OF ROANOKE, VIRGINIA
[SEAL]	. Mayor
Attest:	City Treasurer
City Clerk	
CERTIFIC	CATE OF AUTHENTICATION
This Bond is one of proceedings.	f the Bonds delivered pursuant to the within-mentioned
	[], as Registrar
	By:Authorized Signator
	Date of Authentication:

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ASSIGNMENT

FOR VALUED RECEIVED the transfer(s) unto	e undersigned hereby sell(s), assign(s) and
(Please print or type name and address, in	ncluding postal zip code of Transferee)
PLEASE INSERT SOO OTHER IDENTIFYING NU	
	, Attorney, to transfer such Bond on
the books kept for the registration thereof, with fu	all power of substitution in the premises.
Dated:	
Signature Guaranteed:	
NOTICE: Signature(s) must be guaranteed by a member firm of The New York Stock Exchange, Inc. or a commercial bank or trust company.	(Signature of Registered Owner) NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.
SECTION 10. The City Clerk is certified by such City Clerk to be a true copy Roanoke, Virginia, all in accordance with Section	hereby directed to file a copy of this resolution, hereof, with the Circuit Court of the City of n 15.2-2607 of the Code of Virginia, 1950.

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SECTION 11. All ordinances, resolutions and proceedings in conflict herewith are, to the extent of such conflict, repealed.

ATTEST:

City Clerk.

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6.b.1.

CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461 P.O. Box 1220 Roanoke, Virginia 24006-1220 Telephone: (540) 853-2821 Fax: (540) 853-6142 RECEIVED CITY CLERKS OFFICE

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JESSE A. HALL Deputy Director

JAMES D. GRISSO Director of Finance

November 5, 2001

The Honorable Ralph K. Smith, Mayor The Honorable William H. Carder, Vice Mayor The Honorable William O. Bestpitch, Council Member The Honorable C. Nelson Harris, Council Member The Honorable W. Alvin Hudson, Jr., Council Member The Honorable William White, Sr., Council Member The Honorable Linda F. Wyatt, Council Member

Dear Mayor Smith and Members of City Council:

SUBJECT: September Financial Report

Included with this narrative is the September monthly financial report. In addition to the traditional analysis of local revenues, we thought it would be appropriate to include some comments on the national and state economy.

Many economists agree that the national economy is headed into a recession. The technical definition of a recession is two consecutive quarters of negative growth in Gross Domestic Product (GNP). There was negative growth in the third quarter, and negative growth is projected for the fourth quarter of calendar year 2001. From a practical standpoint, the economy is already in a recession. Layoffs are widespread, unemployment claims are rising and the stock market continues to waiver. Low interest rates have helped maintain the housing market, and although new car sales have declined, most major automobile manufacturers are offering no interest financing to stimulate sales. Consumers have been one of the main factors preventing the economy from sliding into a recession. The events of September 11, anthrax threats and an inconclusive war on terrorism has caused consumer confidence to plunge. Numbers released Tuesday, October 30, indicated the weakest consumer confidence in 7 ½ years, down dramatically from August. Although the Federal Reserve Bank has cut interest rates nine times this year, they are expected to cut rates again when they meet in early November.

Virginia's economy is somewhat reflective of the national economy. The Senate Finance staff had no positive news on the state's budget outlook in their report to the Senate Finance Committee at an October 19 meeting in Richmond. Although revenue growth was projected at 7 percent for the state's current budget year, revenue collections through September were down 2.4 percent from last year at this time. September 2001 collections were 8.4 percent less than those of September 2000. The greatest percentage loss was in corporate income taxes which were 31 percent lower in September, 2001 when compared to September, 2000.

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Honorable Mayor and Members Roanoke City Council November 5, 2001

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It is interesting to note, as reported by the Virginia Municipal League, that while other states have begun to publicly announce reductions in state agency budgets to address declining revenues and overall weak economic conditions, Virginia has yet to do the same. The longer the state goes without addressing its own revenue situation, the harder it could be for state agencies and local governments to absorb potentially large cuts in service dollars.

Although we're beginning to see a decline in growth of some our local tax revenues, so far it doesn't appear to be as dramatic as the national and overall state trends. The local option sales tax receipts are down 1.7% from the same period last year. Having stated this, it is important to note that due to the time lag in receiving the funds from the state, we haven't yet received taxes generated from September sales. Lodging tax is up 18.06 percent, although renovations at the Hotel Roanoke Conference Center last year negatively impacted the growth of this tax in FY 2001. Meals tax and admissions taxes both show slight gains.

The Kiplinger Letter recently reported that smaller U.S. cities with diversified economies, such as Roanoke, are doing well, comparatively speaking. Those cities that are heavily dependent on high-tech manufacturing, foreign tourism, financial services and other sectors that are in significant slumps are being more acutely impacted. As an example, home sales in Roanoke were up 3 percent in September over last year. Another positive factor for Roanoke is the upcoming bond sale which will contribute \$56 million to the local economy. Certainly this should help offset some of the negative trends that are developing.

In a September 27, 2001 letter to City Council, Ms. Burcham and I detailed a contingency plan to put an "administrative hold" on funds in excess of \$2 million included in the FY2002 adopted budget until we proceed to the fourth quarter of the fiscal year. Additionally, we identified several other budget items or managerial controls that could be implemented to maintain financial flexibility if warranted by economic conditions.

We will keep City Council updated on a regular basis as we proceed through the fiscal year and as trends become more apparent. Following is our traditional monthly analysis of the major categories of revenues and expenditures for the first three months of the 2001-2002 fiscal year.

REVENUE

General Fund revenues reflect a decrease of 8.74% or \$2,736,000 compared to FY01. Variances in specific categories of revenues are as follows:

General Property Taxes declined 10.54% or \$1,646,000. Real estate taxes decreased from the same period in the prior year due to earlier receipt of payments in FY01. Real estate taxes are projected to increase approximately 3% in the current year. Personal property taxes are also down from the prior year, but the majority of these taxes will be received in future months as they become due.

Other Local Taxes decreased 5.00% or \$420,000. Sales tax declined 1.7% or \$49,000 from the prior year, a reflection of the economic decline experienced in recent months. This trend is expected to continue as we move further into the fiscal year. Electric and water utility tax decreased due to timing differences. These decreases are partially offset by increases in cigarette and transient room taxes. The rates of both taxes increased in FY 02.

Permits, Fees and Licenses are up \$92,000 or 53.59% due to increases in rates charged for building, electrical and plumbing inspections as well as the establishment of new construction-related fees.

Honorable Mayor and Members Roanoke City Council November 5, 2001

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Fines and Forfeitures are below prior year collections by 8.75% or \$20,000. The decline is due to decreased collections of Circuit Court fines and a decline in parking ticket revenues.

Revenue from Use of Money and Property decreased 7.81% or \$22,000 due to lower interest income resulting from significantly lower short-term interest rates.

Grants-in-Aid Commonwealth declined 9.05% or \$503,000 due to a decline in reimbursement received from the State Compensation Board for shared expenses of the Sheriff. The billing for August 2001 was not made until October 1, while in the prior year the same billing was made during September. The State share of personal property tax also dropped slightly from the prior year, but the majority of these taxes will be received in future months as they become due. These decreases are partially offset by an increase in jail block grant revenue. Jail block grant revenues are up due to an increase in the number of state prisoners housed at the City Jail.

Grants-in-Aid Federal Government decreased \$8,600 due to timing differences in the receipt of revenue.

Charges for Services dropped 8.46% or \$60,000 due to decreased public safety billings and weed cutting and demolitions billings.

Miscellaneous Revenue decreased \$67,000 or 76.15%. An increase in the volume of used vehicles necessitated an earlier surplus sale in FY01. The fall surplus property sale was held in August in the prior year, but will be conducted later in the current fiscal year.

Internal Services are down \$80,000 or 34.53% due to decreased building maintenance billings and a timing difference in billings for airport fire safety.

EXPENDITURES AND ENCUMBRANCES

General fund expenditures and encumbrances have increased 15.82% or \$8,153,000 since FY01. Variances in individual expenditure categories are discussed as follows:

Judicial Administration expenditures are up \$107,000 or 7.54%. Juvenile and Domestic Relations Court Services expenditures increased due to timing differences related to payments for housing children detained by the courts. Personal service expenditures of the Circuit Court have also increased due to additional law clerk positions which were established during September of FY01.

Public Safety expenditures increased 7.31% or \$842,000. Salary costs of the labor-intensive Police and Fire departments increased, as budgeted. Charges from the Department of Technology increased to Police and the E-911 Department. Workers' comp expenses also rose in the Public Safety category, and these often fluctuate from year to year based on the given claims of a particular year. The E-911 Wireless cost center is new in FY02 as are the revenues from the State to conduct this function.

Public Works expenditures have increased 5.00% or \$408,000. Annual street paving costs are up due to more primary roads, which are more expensive to pave, being included in the contract. Parks and Grounds Maintenance expenditures increased due to the purchase of various park equipment. Facilities Maintenance expenditures increased due to library and courthouse renovation costs and repairs to two fire stations.

Parks, Recreation and Cultural expenditures are up \$73,000 or 5.27%. Workers compensation costs are also up in this area, and fee recovery by the Recreation Department is below that of the prior year due to a timing in the posting of these recoveries.

Honorable Mayor and Members Roanoke City Council November 5, 2001

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Community Development expenditures increased 45.97% or \$450,000 due to the establishment of the Neighborhood Partnership department as part of the General Fund. This department was included in the Grant Fund in prior years. Contributions to the Roanoke Valley Convention and Visitors Bureau and the Hotel Roanoke Conference Center increased due to timing differences.

Nondepartmental expenditures increased 195.35% or \$5,507,000. These expenditures have risen sharply on a year-to-date basis due to administrative efficiencies in the establishment and funding of CMERP projects in various funds of the City. By appropriating the entire CMERP funding at the beginning of the fiscal year, these transfers likewise all occur at the beginning of the year rather than throughout the year as in the past.

I would be pleased to answer questions which City Council may have regarding the monthly financial statements.

Director of Finance

JDG/AHS Attachments

CITY OF ROANGKE, VIRGINIA SUMMARY OF CITY MANAGER TRANSFERS AND AVAILABLE CONTINGENCY SEPTEMBER 30, 2001

Transfer <u>Number</u>	Date	Explanation	<u>From</u>	Ιο	Amount
General Fund:					
CMT-1863	07/30/01	Donation to Brain Injury Association	Jail	Membership and Affiliations	\$ 5,000
CMT-532	08/09/01	Tipping Fees	Solid Waste Management	Engineering	568
CMT-533	08/09/01	Tipping Fees	Solid Waste Management	Building Maintenance	2,270
CMT-1176	08/28/01	Deficit in State and Local Hospitalization Reimbursements	Human Services Support	Hospitalization Program	9 95
CMT-1177	08/31/01	Fees Due to Downtown Roanoke Inc	Training Solvings Support	1 Toopical Education 1 Togram	333
OWIT-1177	00,0 ,,0 ,	Related to Farmer's Market	Contingency*	Memberships and Affiliations	15,856
				Total General Fund	\$24,689
Capital Project	s Fund:				
CMT-1180	09/05/01	Additional Project Expenses	Broadway Street Bridge	First Street Bridge	\$ 23,550 \$ 23,550
Available Cont	ingency				
Balance of Cont	ingency at Ju	ly 1, 2001			\$ 500,000
*Contingency A	ppropriations (From Above			(15,856)
ontingency Ap	propriations T	Through Budget Ordinances:		•	
BO 35515	08/20/01	Drug Prosecutor	Contingency	Transfer to Grant Fund	(8,170)
BO 35544	09/04/01	Zoning Inspector Positions	Contingency	Transfer to Grant Fund	(80,996)
Available Contin	gency at Sep	tember 30, 2001			\$ 394,978

CITY OF ROANOKE, VIRGINIA GENERAL FUND

STATEMENT OF REVENUE

	Yea	ar to Date for the Peri	lod	Current Fiscal Yea	r
Revenue Source	July 1 - Sept 30 2000-2001	July 1 - Sept 30 2001-2002	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received
General Property Taxes	\$15,620,133	\$13,974,031	(10.54) %	\$77,105,366	18.12%
Other Local Taxes	8,398,110	- 7,978,012	(5.00) %	58,016,878	13.75%
Permits, Fees and Licenses	170,828	262,378	53.59 %	957,150	27.41%
Fines and Forfeitures	224,699	205,046	(8.75) %	1,014,600	20.21%
Revenue from Use of Money and Property	284,597	262,359	(7.81) %	1,118,330	23.46%
Grants-in-Aid Commonwealth	5,558,377	5,055,241	(9.05) %	46,402,072	10.89%
Grants-in-Aid Federal Government	8,589	•	(100.00) %	34,300	-
Charges for Services	713,086	652,759	(8.46) %	3,888,997	16.78%
Miscellaneous Revenue	88,425	21,093	(76.15) %	560,236	3.77%
Internal Services	231,837	151,78 3	(34.53) %	2,330,692	6.51%
Total	\$31,298,681	\$28,582,702	(8.74) %	\$191,428,621	14.92%

STATEMENT OF EXPENDITURES AND ENCUMBRANCES

	Year to Date for the Period				Cur		
Expenditures	July 1 - Sept 30 2000-2001	July 1 - Sept 30 2001-2002	Percentage of Change	•	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated
General Government	\$3,054,180	\$3.093.744	1.30	%	\$9,588,645	\$12,682,389	24.39%
Judicial Administration	1,415,088	1,521,810	7.54	%	4,822,165	6,343,975	23.99%
Public Safety	11,523,174	12,365,458	7.31	%	34,345,965	46,711,423	26.47%
Public Works	8,159,374	8,567,049	5.00	%	16,584,991	25,152,040	34.06%
Health and Welfare	4,931,980	5,153,9 56	4.50	%	22,224,520	27,378,476	18.82%
Parks, Recreation and							
Cultural	1,383,667	1,456,587	5.27	%	3,298,754	4,755,341	30.63%
Community Development	979,457	1,429,686	45.97	%	3,615,951	5,045,637	28.34%
Transfer to Debt Service							
Fund	6,065,611	6,271,344	3.39	%	5,995,555	12,266,899	51.12%
Transfer to School Fund	11,198,858	11,496,917	2.66	%	34,490,751	45,987,668	25.00%
Nondepartmental	2,819,207	8,326,552	195.35	%	4,603,752	12,930,304	64.40%
Total	\$51,530,596	\$59,683,103	15.82	%	\$139,571,049	\$199,254,152	29.95%

CITY OF ROANOKE, VIRGINIA SCHOOL FUND STATEMENT OF REVENUE

	Year	Current Fis	cal Year			
Revenue Source	July 1 - Sept 30 2000-2001	July 1 - Sept 30 2001-2002	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received	
State Sales Tax	\$1,486,908	\$1,491,224	0.29 %	\$9,492,986	15.71	%
Grants-in-Aid Commonwealth	8,933,705	8,285,478	(7.26) %	41,656,787	19.89	%
Grants-in-Aid Federal Government	22,934	16,909	(26.27) %	115,390	14.65	%
Charges for Services	253,059	245,946	(2.81) %	1,971,820	12.47	%
Transfer from General Fund	11,198,858	11,496,917	2.66 %	45,987,668	25.00	%
Special Purpose Grants	3,137,327	3,003,481	(4.27) %	3,004,939	NA	
Total	\$25,032,791	\$24,539,955	(1.97) %	\$102,229,590	24.00	%

SCHOOL FUND STATEMENT OF EXPENDITURES AND ENCUMBRANCES

	Year to Date for the Period			С			
Expenditures	July 1 - Sept 30 2000-2001	July 1 - Sept 30 2001-2002	Percentage of Change	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated	
Instruction	\$11,070,852	\$11,441,357	3.35 %	\$63,212,537	\$74,653,894	15.33	%
General Support	984,160	915,664	(6.96) %	2,927,050	3,842,714	23.83	%
Transportation	511,69 8	520,350	1.69 %	3,367,49 6	3,887,846	13.38	%
Operation and							
Maintenance of Plant	2,595,71 5	2,006,852	(22.69) %	6 8,349,613	10,356,465	19.38	%
Facilities	569,084	1,031,486	81.25 %	6 14,798	1,046,284	98.59	%
Other Uses of Funds	4,980,812	5,193,508	4.27 %	6 1,413,993	6,607,501	78.60	%
Special Purpose Grants	3,148,820	3,004,939	(4.57) %	6	3,004,939	NA.	
Total	\$23,861,141	\$24,114,156	1.06 %	6 \$79,285,487	\$103,399,643	23.32	%

CITY OF ROANOKE, VIRGINIA SCHOOL FOOD SERVICE FUND STATEMENT OF REVENUE

Year to Date for the Period					Current Fiscal Year		
Revenue Source	July 1 - Sept 30 July 1 - Sept 30 2000-2001 2001-2002		Percentage of Change		Revised Revenue Estimates	Percent of Revenue Estimate Received	
Grants-in-Aid Commonwealth	\$ -	\$ -	-	%	\$84,464	-	%
Grants-in-Aid Federal Government	31,760	25,728	(18.99)	%	2,891,594	0.89	%
Charges for Services	84,407	208,067	146.50	%	1,545,256	13.46	%
Total	\$116,167	\$233,795	101.26	%	\$4,521,314	5.17	%

SCHOOL FOOD SERVICE FUND STATEMENT OF EXPENDITURES AND ENCUMBRANCES

	Year to Date for the Period			Current Fiscal Year				
Expenditures	July 1 - Sept 30 2000-2001	July 1 - Sept 30 2001-2002	Percentage of Change	U	nencumbered Balance	Revised Appropriations	Percent of Budget Obligated	-
Food Services	\$622,967	\$719,977	15.57	%	\$3,826,032	\$4,546,009	15.84	%
Total	\$622,967	\$719,977	15.57	%	\$3,826,032	\$4,546,009	15.84	%

CITY OF ROANOKE, VIRGINIA CAPITAL PROJECTS FUND STATEMENT OF EXPENDITURES, ENCUMBRANCES, AND UNENCUMBERED APPROPRIATIONS SUMMARY AS OF SEPTEMBER 30, 2001

		Expenditures	Unexpended	Outstanding	Unobligated
	Budget	To Date	Balance	Encumbrances	Balance
General Government	\$19,503,420	\$12,542,855	\$6,960,565	\$1,898,447	\$5,062,118
Education	2,500,000	2,500,000	•	-	-
Flood Reduction	15,649,118	9,103,597	6,545,521	173,737	6,371,784
Economic Development	27,195,963	16,847,583	10,348,380	1,073,231	9,275,149
Community Development	6,095,487	2,510,093	3,585,394	572,241	3,013,153
Public Safety	12,228,650	10,794,885	1,433,765	496,748	937,017
Recreation	9,239,337	5,337,694	3,901,643	629,317	3,272,326
Streets and Bridges	27,577,470	23,815,208	3,762,262	1,463,324	2,298,938
Storm Drains	2,788,825	1,802,417	986,408	125,625	860,783
Traffic Engineering	4,426,660	3,648,651	778,009	161,106	616,903
Capital Improvement Reserve	(903,948)		(903,948)		(903,948)
Total	\$126,300,982	\$88,902,983	\$37,397,999	\$6,593,776	\$30,804,223

CITY OF ROANOKE, VIRGINIA SCHOOL CAPITAL PROJECTS FUND STATEMENT OF EXPENDITURES, ENCUMBRANCES, AND UNENCUMBERED APPROPRIATIONS SUMMARY AS OF SEPTEMBER 30, 2001

	Budget	Expenditures To Date	Unexpended Balance	Outstanding Encumbrances	Unobligated Balance
Elementary Schools Renovation	\$14,053,675	\$12,872,845	\$1,180,830	\$1,016,793	\$164,037
Middle Schools Renovation	3,920,549	3,882,637	37,912	37,463	449
High Schools Renovation	3,500,000	3,235,204	264,796	207,618	57,178
Technology Improvements	781,786	781,786	•		-
Interest Expense	262,929	261,730	1,199	•	1,199
Capital Improvement Reserve	1,051,271		1,051,271		1,051,271
Total	\$23.570.210	\$21,034,202	\$2,536,008	\$1,261,874	\$1,274,134

CITY OF ROANOKE, VIRGINIA CAPITAL PROJECTS FUND COMPARATIVE STATEMENT OF REVENUES FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	FY 2002	FY 2001
Interest Revenue:		
Interest on Bond Proceeds	\$181,702	\$499,531
Interest on SunTrust Lease	6,313	-
Interest on Idle Working Capital	177,931	244,432
Total Interest Revenue	365,946	743,963
Multi Year Revenues:		
Intergovernmental Revenue:		
Federal Government		
FEMA - Regional Mitigation Project	-	230,692
Commonwealth:		
VDES - Garden City Mitigation Project	10,143	•
Virginia Transportation Museum - ISTEA	16,176	
Total Intergovernmental Revenue	26,319	230,692
Revenue from Third Parties:		
Verizon - Brambleton Avenue Signals	-	36,055
Carilion Health Systems - Land Sale	375,000	- •
Times-World Corporation - Land Sale	100	- *
Mill Mountain Visitors Center - Private Donations	-	1,260
Total Revenue from Third Parties	375,100	37,315
Other Revenue:		
Transfers from General Fund	5,047,517	2,060,246
Transfers from Water Fund	-	2,900
Transfers from Sewage Fund	•	12,600
Transfers from Management Services Fund		100,000
Total Other Revenue	5,047,517	2,175,746
Total	\$5,814,882	\$3,187,716

CITY OF ROANOKE, VIRGINIA WATER FUND COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	FY 2002	FY 2001
Operating Revenues		
Commercial Sales	\$1,127,924	\$967,668
Domestic Sales	950,795	913,290
Industrial Sales	209,703	70,394
Town of Vinton	. 1,83 8	3,091
City of Salem	8,209	7,742
County of Botetourt	61,276	58,842
County of Bedford	3,825	2,564
Customer Services	128,125	84,155
Charges for Services	661,344	797,598
Total Operating Revenues	3,153,039	2,905,344
Operating Expenses		
Personal Services	1,088,309	1,051,935
Operating Expenses	957,800	729,071
Depreciation	420,571	423,174
Total Operating Expenses	2,466,680	2,204,180
Operating Income	686,359	701,164
Nonoperating Revenues (Expenses)		
Interest on investments	64,592	114,845
Rent	18,7 82	14,372
Miscellaneous Revenue	11,041	5,538
Interest and Fiscal Charges	(258,438)	(281,639)
Transfer to Capital Projects Fund	-	(2,900)
Net Nonoperating Expenses	(164,023)	(149,784)
Net Income	\$522,336	\$551,380

CITY OF ROANOKE, VIRGINIA SEWAGE TREATMENT FUND COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	FY 2002	FY 2001
Operating Revenues	,	
Sewage Charges - City	\$1,936,636	\$1,955,929
Sewage Charges - Roanoke County	208,667	218,624
Sewage Charges - Vinton	60,0 66	60,003
Sewage Charges - Salem	221,566	225,536
Sewage Charges - Botetourt County	36,961	36,738
Customer Services	59,525	99,433
Interfund Services	26,538	7,055
Total Operating Revenues	2,549,959	2,603,318
Operating Expenses		
Personal Services	567,884	501,909
Operating Expenses	1,409,958	1,301,359
Depreciation	428,854	296,825
Total Operating Expenses	2,406,696	2,100,093
Operating Income	143,263	503,225
Nonoperating Revenues (Expenses)		
Interest on Investments	63,298	100,406
Interest and Fiscal Charges	(189,89 4)	(193,634)
Miscellaneous Revenue	91	-
Transfer to Capital Projects Fund		(12,600)
Net Nonoperating Expenses	(126,505)	(105,828)
Net Income	\$16,758	\$397,397

CITY OF ROANOKE, VIRGINIA CIVIC CENTER FUND COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	FY 2002	FY 2001
Operating Revenues		
Rentals	\$57,097	\$68,561
Event Expenses	26,567	35,690
Display Advertising	50,200	-
Admissions Tax	23,412	13,030
Electrical Fees	4,810	-
Novelty Fees	400	-
Facility Surcharge	15,135	19,345
Facility Fees	-	7,030
Charge Card Fees	17,383	-
Commissions	456	-
Catering/Concessions	81,156	48,716
Other	5,496	9,671
Total Operating Revenues	282,112	202,043
Operating Expenses		
Personal Services	395,692	325,037
Operating Expenses	369,60 4	293,449
Depreciation	125,036	109,310
Total Operating Expenses	890,332	727,796
Operating Loss	(608,220)	(525,753)
Nonoperating Revenues		
Transfer from General Fund	-	7,800
Interest on Investments	7,471	19,297
Miscellaneous	169	2,915
Total Nonoperating Revenues	7,640	30,012
Net Loss	(\$600,580)	(\$495,741)

CITY OF ROANOKE, VIRGINIA TRANSPORTATION FUND COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	FY 2002	FY 2001
Operating Revenues		
Century Station Parking Garage	\$95,484	\$91,434
Williamson Road Parking Garage	109,557	110,522
Market Square Parking Garage	57,115	53,021
Church Avenue Parking Garage	115,503	109,609
Tower Parking Garage	90,715	91,805
Surface Parking Lots	31,210	17,719
Total Operating Revenues	499,584	474,110
Operating Expenses		
Operating Expenses	166,920	178,950
Depreciation	136,755	136,168
Total Operating Expenses	303,675	315,118
Operating Income	195,909	158,992
Nonoperating Revenues (Expenses)		
Transfer From General Fund	32,00 0	130,000
Interest on investments	3,3 93	7,160
Interest and Fiscal Charges	(124,281)	(130,437)
Miscellaneous	359	8,564
Net Nonoperating Revenue (Expenses)	(88,529)	15,287
Net Income	\$107,380	\$174,279

CITY OF ROANOKE, VIRGINIA HOTEL ROANOKE CONFERENCE CENTER FUND COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

		FY 2002		FY 2001
		CONFERENCE		
	COMMISSION (1)	CENTER (2)	TOTAL	
Operating Revenues				
Conference Center	\$ \$	666,589 \$	666,589 \$	868,532
Total Operating Revenues	-	666,589	666,589	868,532
Operating Expenses				
Personal Services	24,569	-	24,569	23,753
Fees for Professional Services	15,172	•	15,172	21,469
Administrative Expenses	37,295	-	37,295	729
Conference Center	-	622,681	622,681	668,788
Total Operating Expenses	77,036	622,681	699,717	714,739
Net Operating Income (Loss)	(77,036)	43,908	(33,128)	153,793
Nonoperating Revenues (Expenses)				
Contributions from City of Roanoke	87,500	-	87,500	43,750
Contributions from Virginia Tech	87,500	•	87,500	43,750
Interest on Investments	40,827	-	40,827	12,656
Rent, Taxes, Insurance, and Other	•	(4,299)	(4,299)	(9,430)
Net Nonoperating Revenues (Expenses)	215,827	(4,299)	211,528	90,726
Net Income Before Depreciation	138,791	39,60 9	178,400	244,519
Depreciation Expense/Replacement Reserve	113,648	33,330	146,978	157,203
Net Income	\$ 25,143	6,279 \$	31,422 \$	87,316

Notes to Financial Statement:

The column entitled "Commission" represents Commission activity in the City's financial records.
 The column entitled "Conference Center" represents actual revenue and expenses of the Conference Center, as provided by Doubletree Management.

CITY OF ROANOKE, VIRGINIA INTERNAL SERVICE FUNDS COMPARATIVE INCOME STATEMENT FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2001

	Danadmant			_	TOTAL	LS
	Department of Technology	Materials Control	Fleet Management	Risk Management	FY 2002	FY 2001
Operating Revenues						
Charges for Services	\$1,042,420	\$162,924	\$1,026,945	\$2,471,058	\$4,703,347	\$4,214,187
Total Operating Revenues	1,042,420	162,924	1,026,945	2,471,058	4,703,347	4,214,187
Operating Expenses						
Personal Services	573,912	17,619	342,112	46,420	980,063	936,842
Operating Expenses	433,057	93,562	217,938	2,711,953	3,456,510	2,817,471
Depreciation	129,120	-	482,026	-	611,146	560,214
Total Operating Expenses	1,136,089	111,181	1,042,076	2,758,373	5,047,719	4,314,527
Operating Income (Loss)	(93,669)	51,743	(15,131)	(287,315)	(344,372)	(100,340)
Nonoperating Revenues (Expenses)						
Interest Revenue	42,950	1,592	9,642	109,419	163,603	251,997
Interest Expense	(3,818)	-	(13,014)	-	(16,832)	-
Transfers To Other Funds	•	-	-	-	- '	(100,000
Transfers From Other Funds	2,371,623	-	421,820	-	2,793,443	-
Other Revenue	10,184	•	-	-	10,184	-
Net Nonoperating Revenues	2,420,939	1,592	418,448	109,419	2,950,398	151,997
Net income (Loss)	\$2,327,270	\$53,335	\$403,317	(\$177,896)	\$2,606,026	\$51,657

CITY OF ROANOKE, VIRGINIA CITY TREASURER'S OFFICE GENERAL STATEMENT OF ACCOUNTABILITY FOR THE MONTH ENDED SEPTEMBER 30, 2001

TO THE DIRECTOR OF FINANCE:
GENERAL STATEMENT OF ACCOUNTABILITY OF THE CITY TREASURER OF THE CITY OF ROANOKE, VIRGINIA FOR THE FUNDS OF SAID CITY FOR THE MONTH ENDED SEPTEMBER 30, 2001.

FUND	BALANCE AT AUG 31, 2001	RECEIPTS	DISBURSEMENTS	BALANCE AT SEPT 30, 2001	BALANCE AT SEPT 30, 2000
GENERAL	(\$1,450,411.19)	\$21,452,605.37	\$16,657,811.03	\$3,344,383.15	\$5.522.341.96
WATER	6,027,338.74	360,912.21	304,978.42	6,083,272.53	6,432,509,95
SEWAGE	6,733,165.86	1,574,342.69	1,443,760.40	6,863,748.15	6,475,463,14
CIVIC CENTER	1,134,782.35	77,599.66	285,851.38	926,530.63	915.821.29
TRANSPORTATION	75,983.11	162,281.35	80,646.67	157,617,79	310,732,71
CAPITAL PROJECTS	35,135,395.69	127,265.49	1,769,597.03	33,493,064,15	46,134,407.77
CONFERENCE CENTER	4,420,084.50	68,239.69	9,109.61	4,479,214.58	773,283,72
RKE VALLEY DETENTION COMM	4,751,100.65	176,563.02	607,662.63	4,320,001.04	4,096,620.55
DEBT SERVICE	13,251,135.96	26,207.82	1,730,861.25	11,546,482.53	10,821,302.55
DEPT OF TECHNOLOGY	4,412,996.20	191,101.47	146,874.37	4,457,223.30	4,129,874.14
MATERIALS CONTROL	178,627.82	95,247.40	48,461.77	225,413.45	32,892.49
MANAGEMENT SERVICES	185,313.98	0.00	185,313.98	0.00	250,109.30
FLEET MANAGEMENT	(56,774.41)	595,419.48	113,392.68	425,252.39	570,758.31
PAYROLL	(11,988,452.96)	13,026,284.55	12,571,786.11	(11,533,954.52)	(10,915,907.48)
RISK MANAGEMENT	11,939,225.92	907,622.00	701,137.85	12,145,710.07	11,406,367.37
PENSION	2,526,038.08	193,219.92	1,260,238.79	1,459,019.21	1,344,384.23
SCHOOL FUND	9,744,114.91	5,773,686.38	2,715,371.80	12,802,429.49	11,951,289.39
SCHOOL CAPITAL PROJECTS	(560,360.25)	0.00	501,642.42	(1,062,002.67)	(2,326,804.29)
SCHOOL FOOD SERVICE	54,699.11	121,741.80	89,598.92	86,841.99	(227,558.59)
FDETC	61,092.50	82,401.16	118,262.68	25,230.98	122,256.97
GRANT	781,957.24	148,611.23	327,805.47	602,763.00	600,339.53
TOTAL	\$87,357,053.81	\$45,161,352.69	\$41,670,165.26	\$90,848,241.24	\$98,420,485.01

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE STATEMENT OF MY ACCOUNTABILITY TO THE CITY OF ROANOKE, VIRGINIA, FOR THE FUNDS OF THE VARIOUS ACCOUNTS THEREOF FOR THE MONTH ENDED SEPTEMBER 30, 2001. THAT SAID FOREGOING:

CASH:	
CASH IN HAND	\$65,797.69
CASH IN BANK	2,866,645.02
INVESTMENTS ACQUIRED FROM COMPETITIVE PROPOSALS:	
OVERNIGHT INVESTMENT	637,000.00
COMMERCIAL HIGH PERFORMANCE MONEY MARKET	12,017,038.28
COMMERCIAL PAPER	17,450,648.45
FEDERAL AGENCY BONDS	4,998,500.00
LOCAL GOVERNMENT INVESTMENT POOL	27,293,288.44
REPURCHASE AGREEMENTS	10,000,000.00
STATE NON-ARBITRAGE PROGRAM (U.S. SECURITIES, COMMERCIAL PAPER)	443,669.39
VIRGINIA AIM PROGRAM (U. S. SECURITIES)	15.075.653.97
TOTAL	\$90,848,241,24

DATE: OCTOBER 11, 2001

CITY OF ROANOKE PENSION PLAN STATEMENT OF CHANGES IN PLAN NET ASSETS FOR THE 3 MONTHS ENDED SEPTEMBER 30, 2001

	FY 2002		FY 2001	
Additions:				
Employer Contributions .	\$756,208	•	\$951,027	
Investment Income				
Net Appreciation (Depreciation) in Fair Value of Investments	(25,490,840)		2,595,634	
Interest and Dividend Income	488,676		946,054	
Total Investment Income (Loss)	(25,002,164)		3,541,688	
Less Investment Expense	(91,963)	(1)	(17,009)	(2)
Net investment income (Loss)	(24,910,201)		3,558,697	. ,
Total Additions (Deductions)	(24,153,993)		4,509,724	
<u>Deductions</u>				
Deductions Benefits Paid to Participants	\$3,628,045		\$3,168,495	
	\$3,628,045 9,305		\$3,168,495 21,332	
Benefits Paid to Participants				
Benefits Paid to Participants Administrative Expenses	9,305		21,332	
Benefits Paid to Participants Administrative Expenses Total Deductions	9,305 3,637,350		21,332 3,189,827	
Benefits Paid to Participants Administrative Expenses Total Deductions Net Increase (Decrease)	9,305 3,637,350		21,332 3,189,827	

⁽¹⁾ Reversal of accruals made at June 30, 2001

⁽²⁾ Reversal of accruals made at June 30, 2000

CITY OF ROANOKE PENSION PLAN BALANCE SHEET SEPTEMBER 30, 2001

	FY 2002	FY 2001
<u>Assets</u>		
Cash	\$1,458,869	\$1,338,199
Investments, at Fair Value	298,284,750	351,963,016
Due from Other Funds	4,836	6,659
Other Assets	5,434	5,097
Total Assets	\$299,753,889	\$353,312,971
Liabilities and Fund Balance		
Liabilities:		
Due to Other Funds	\$1,206,330	\$1,063,745
Accounts Payable	922	184
Total Liabilities	1,207,252	1,063,929
Fund Balance:		
Fund Balance, July 1	326,337,980	350,929,145
Net Gain (Loss) - Year to Date	(27,791,343)	1,319,897
Total Fund Balance	298,546,637	352,249,042
Total Liabilities and Fund Balance	\$299,753,889	\$353,312,971

8.a.



RECEIVED
CITY CLERKS OFFICE
Office of the City Manager

October 18, 2001 00T 11 P12:19

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member-

Dear Mayor Smith and Members of City Council:

Subject:

Special Military Leave Pay

Background:

Military leave at full pay is limited to fifteen work days per federal fiscal year for employees of the City of Roanoke who are military reservists called to active duty. Special council action was taken in 1991 for the Desert Storm operation and in 1997 for the Bosnia effort to provide any difference between military reservists' pay and the current level with the City of Roanoke. There are thirty-five reservists in thirteen departments within the City of Roanoke full time employment.

Recommended Action:

Approve special policy to pay military reservists who are called to active duty and serve between October 1, 2001 and September 30, 2002 the difference between their military base pay (including any other related compensation received from the military) and pay with the City of Roanoke in their current job. This supplemental pay will be provided upon request and with necessary documentation to the department of human resources.

Respectfully submitted,

Darlene L. Burcham

City Manager

DLB:bka

Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
James D. Grisso, Director of Finance
Kenneth S. Cronin, Director of Human Resources

CM01-00242

Room 364 Municipal South 215 Church Avenue, S.W. Roanoke, Virginia 24011-1591 (540) 853-2333 FAX (540) 853-1138 CityWeb::www.ci.roanoke.va.us

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8.a.

WMHZ

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION authorizing payment of supplementary compensation and restoration of certain benefits to employees called to active military duty.

BE IT RESOLVED by the Council of the City of Roanoke that:

1. The City shall pay, upon request, to any City employee who, between October 1, 2001, and September 30, 2002, is called to active duty related to our country's war on terrorism a supplement equal to the difference between regular City salary and military base pay plus any other compensation received for such service. This supplement shall not be paid for any days that regular City salary must be paid to such employees. Employees shall provide the Department of Human Resources with the necessary documentation to establish their eligibility for the supplement.

Any City vacation or paid leave used by such employees during active duty related to our country's war on terrorism shall be restored.

3. Each such employee shall be deemed to have earned City vacation, paid and extended illness leave for the period of such active duty in the same manner as if such employee had remained in service with the City.

4. For each such employee who returns to service with the City within seven (7) working days of the conclusion of such active military duty, the City shall pay the City portion of the health and dental benefit premiums necessary to provide coverage for the employee effective upon the date of return to service with the City.

ATTEST:

City Clerk.

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8.b.



Office of the City Manager

October 18, 200 p 4:00

Honorable Ralph K. Smith, Mayor Honorable William H. Carder, Vice Mayor Honorable William D. Bestpitch, Council Member Honorable C. Nelson Harris, Council Member Honorable W. Alvin Hudson, Jr., Council Member Honorable William White, Sr., Council Member Honorable Linda F. Wyatt, Council Member

SUBJECT: Abandonment of Permanent Utility Easement - Request of **Times-World Corporation**

Dear Mayor Smith and Members of City Council:

The Times-World Corporation, a subsidiary of Landmark Communications, Inc. has been publishing newspapers from its present location downtown since 1914. A major expansion was completed in 1984. A new production facility is proposed on property across Second Street.

A request to abandon an easement across four parcels along Second Street, S.W. has been received from the Times-World Corporation. The parcels are identified by Tax Map Nos. 1011001, 1011002, 1011003, and 1011004. See Attachment #1 for plat. The subject easement was acquired as part of the Second Street/Gainsboro Road Project and is described as a permanent utility easement for C & P Telephone Company of Virginia and the City of Roanoke. As the successor to C & P, Verizon has agreed to abandon their rights to the easement. See Attachment #2. Engineering staff recommends that the subject easement be vacated.

Recommended Action:

Following a public hearing, authorize the vacation of the easement across the properties identified above.

National Parisham
Darlene L. Burcham
City Manager

DLB/sef

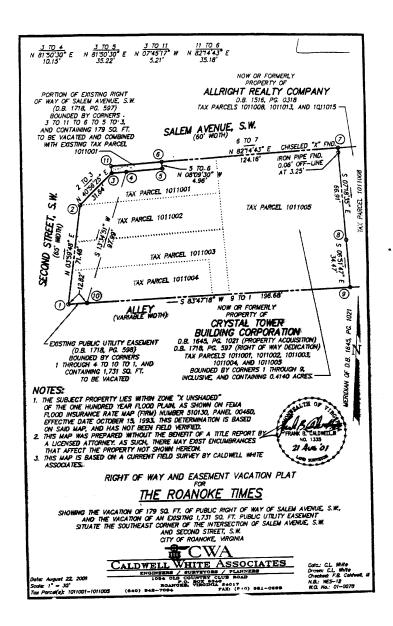
William M. Hackworth, City Attorney Mary F. Parker, City Clerk James D. Grisso, Director of Finance Sarah E. Fitton, Engineering Coordinator Chip Harris, Roanoke Times

CM01-00227

Room 364 Municipal South 215 Church Avenue, S.W. Roancke, Virginia 2401.1-1591 (540) 853-2333 FAX (540) 853-1138 CityWab:www.ci.roanoke.va.us

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Attachment #1



Attachment #2

veri<u>zon</u>

4843 Caldend Blvd, Floor

Outside Plant Engineering

August 3, 2001

Mr. Frank B. Caldwell Caldwell White Associates PO Box 6340 Rosnoks, Virginia 24017

RE: VACTION OF UTILITY EASEMENT SECOND ST., S. W. ROANOKE, VIRGINIA

Door Mr. Caldwell:

As per your request, Verizon will agree to quit claim the easement obtained by Virginia Department of Transportation for the 2nd Street bridge project. This assumes that Vorizon doesn't have any telephone plant within the easement, as the Miss Utility locations instington.

I would request a surveyed plat showing our underground cables and their relationship to the $2^{\rm nd}$ Street property line for our records before the quit claims can be signed.

Please contact me for any additional assistance you may require.

Sincerely.

Jeff Draper Engineer 540-265-7567

8.b.

020

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the vacation of an easement on property identified as Official Tax Map Nos. 1011001, 1011002, 1011003, and 1011004 adjacent to Second Street, S.W, upon certain terms and conditions; and dispensing with the second reading by title of this ordinance.

WHEREAS, a public hearing was held on October 18, 2001, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on this proposed vacation.

THEREFORE, BE IT RESOLVED AND ORDAINED by the Council of the City of Roanoke as follows:

- 1. That the City Manger and City Clerk are authorized to execute and attest, respectively, in a form approved by the City Attorney, the necessary documents to vacate said easement upon the terms and conditions set forth in the letter to this Council dated October 18, 2001.
- 2. Pursuant to §12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

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MIL

9.a.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION cancelling the work session meeting of the Council of the City of Roanoke scheduled for Monday, December 31, 2001, at 12:15 p.m.

BE IT RESOLVED by the Council of the City of Roanoke that:

- 1. The work session meeting of City Council scheduled to be held on Monday,
 December 31, 2001, at 12:15 p.m., is hereby CANCELLED.
- 2. Resolution No. 35454-070201, adopted July 2, 2001, establishing the meeting schedule of City Council for FY 2001-2002 is hereby amended to the extent it is inconsistent with this resolution.
- 3. The City Clerk is directed to cause a copy of this resolution to be posted adjacent to the doors of the Council Chamber and inserted in a newspaper having general circulation in the City at least seven days prior to December 31, 2001.

ATTEST:

City Clerk.

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10.B.November 5, 2001

Committee	Vacancy Of	Date of <u>Assignment</u>	Assigned To
Advisory Board of Human Resources	Anita J. Price	October 18, 2001	Ms. Wyatt
City of Roanoke Transportation Safety Commission	James L. Phillips	August 21, 2000	Mr. Bestpitch
City of Roanoke Transportation Safety Commission	Troy M. White	April 16, 2001	Mr. Harris
City of Roanoke Transportation Safety Commission	Dawn T. Erdman	April 16, 2001	Mr. Hudson
City of Roanoke Transportation Safety Commission	Jerry Caldwell	April 16, 2001	Mr. White
Flood Plain Committee	R. H. Bennett, Jr.	Pre July 1, 2000	Mr. White
Flood Plain Committee	Willard N. Claytor	July 2, 2001	Mr. White
Property Maintenance Code, Board of Appeals	Ralph K. Smith	July 3, 2000	Mr. Carder
Roanoke Arts Commission (See application attached.)	Sherlie Doherty	February 20, 2001	Mr. Harris
Roanoke Civic Center Commission	Edward Lambert	October 18, 2001	Mr. Hudson
Roanoke Neighborhood Partner Steering Committee	ship Barbara N. Duerk	October 18, 2001	Mr. Carder
Roanoke Neighborhood Partner Steering Committee	ship S. Elaina Loritts	October 18, 2001	Mr. Hudson
Roanoke Neighborhood Partner Steering Committee	ship Allen T. Wilson	October 18, 2001	Ms. Wyatt

Vacancy on the Roanoke Valley-Allegheny Regional Commission created by the resignation of Donald S. Caldwell. (Needs to be assigned to a Member of Council to recommend a replacement.)



CITY OF ROANOKE Office of the City Clerk

Mary F. Parker, CMC City Clerk Stephanie M. Moon Deputy City Clerk

Sheila N. Hartman Assistant Deputy City Clerk

October 31, 2001

The Honorable Mayor and Members of the Roanoke City Council Roanoke, Virginia

Dear Mayor Smith and Members of Council:

On April 2, 2001, Council approved a uniform process for appointing members to the City Planning Commission, Board of Zoning Appeals, Architectural Review Board, Roanoke Redevelopment and Housing Authority and Industrial Development Authority, using a phased in approach and commencing with the Architectural Review Board. The City Clerk was instructed to advertise the vacancies 45 days prior to expiration of the term of office, copy of all applications will be forwarded to Council for review, and Council will select no more than three persons to be interviewed in closed session for each vacancy.

On December 31, 2001, the three year terms of office of Kermit E. Hale and Benjamin S. Motley as members of the Board of Zoning Appeals will expire.

Subject to concurrence by Council, the following schedule is proposed:

November 9 and 16

Advertise vacancies

November 26

Deadline for receipt of applications

December 3

Selection of applicants to be

....

interviewed in Closed Session

December 17

Interviews (Closed Session)

January 7, 2002

Appointment of two members to the

Board of Zoning Appeals

The Honorable Mayor and Members of the Roanoke City Council October 31, 2001 Page 2

If you have questions, or if I may provide additional information, please do not hesitate to call me.

With kindest personal regards, I am

Sincerely,

Mary F. Parker, CMC City Clerk

MFP:sm